

Early Years Service
Local Provider Agreement

**For the delivery of the Free
Entitlements 9 months-2, 2, 3 &
4 Year Olds**

1 April 2024- 31 March 2025



WestBerkshire
C O U N C I L

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Section 1: Overview

- 1.1. This agreement applies to all the relevant Early Years free entitlements per Appendix A.
- 1.2. This agreement is based on the Department for Education's model agreement which was developed in partnership with early years providers and local authorities. It is intended to bring greater consistency to provider agreements across all local authorities and all types of providers.
- 1.3. This document does not provide guidance on how providers operate their private businesses, including charges for provision over and above a child's free hours. The Local Authority should not intervene where parents choose to purchase additional hours of provision or additional services providing that this does not affect the parent's ability to take up their child's free place.
- 1.4. West Berkshire Council's Early Years Service Local Provider Agreement is intended to enable providers and the Local Authority to understand their respective roles and responsibilities in accordance with the early education and childcare statutory guidance for local authorities (1 April 2024), and to ensure that the Early Years Free Entitlement delivers the best outcomes for children and their families.
- 1.5. This agreement will be kept under review and updated annually.

Who is the Early Years provider agreement for?

- 1.6. This agreement is for:
Early years providers who are referred to as 'providers' and include:
 - Early years providers and childminders registered on the Ofsted Early Years Register.
 - Childminders registered with a childminder agency that is registered with Ofsted.
 - Independent Schools and Academies taking children age two and over and which are exempt from registration with Ofsted as an early years provider.
 - Maintained Nursery classes and Maintained Nursery schools.
- 1.8. This agreement is made on the 1 April 2024 between West Berkshire District Council and the Provider so named in the Schedules attached.

1.9. Definitions in the Agreement

"Confidential Information" means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of any Party and all personal data within the meaning of the Data Protection Act 1998 or the GDPR;
"Default" shall mean any failure or breach, on the part of the Provider, to carry out its obligations under this Agreement;

"Default Notice" shall mean a notice from the Local Authority to the Provider as more particularly described in clause [2.70];

“Law” shall mean all statutes, statutory instruments, regulations, byelaws, rules, judicial rulings and orders made under any statute, directive or by any competent legislative or judicial body in England and Wales.

“Local Authority” shall mean West Berkshire District Council whose principal office is at Council Offices, Market Street, Newbury, Berkshire, RG14 5LD.

“Material Default” shall mean where any Default of any terms or conditions of this Agreement can be construed as a fundamental breach of the Agreement.

“Persistent Default” means where the Provider has committed more than six [6] Defaults during any consecutive period of twelve [12] months, whether or not these are the same Defaults or different Defaults and even if the Provider remedies the default each time;

“Provider” shall mean the person, organisation providing early learning services these would include childminders, pre-school playgroups, private day nurseries, independent schools, maintained nursery classes and maintained nursery schools.

“Staff” means any person employed by the Provider to provide any part of the Services;

“Variation Notice” shall mean a notice served in accordance with clause [2.107] ;

“Variation” means a variation to this Agreement or to the Services, made in accordance with clause[2.107];

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.

1.10. Early Years Service Local Provider Agreement

The Provider hereby agrees to provide a Service as specified in the Early Years Service Local Provider Agreement and in accordance with the Appendices attached.

The Service will be provided in accordance with the terms and conditions contained herein.

1.11. Statutory and other regulations

The Provider will operate in accordance with all relevant Law and/or other such laws, recommendations, guidance or practices as may affect the provision of the Service(s) specified under the Agreement.

The Provider guarantees that all Services provided will comply with the requirements of the Health and Safety at Work Act 1974, of the relevant statutory provisions as defined in the Act and of any regulations made by virtue of the provisions of the Act or the relevant statutory provisions and C.O.S.H.H regulations and undertakes to take all necessary steps to secure the health and safety of employees and third parties.

1.12. Appendix F: Agreement to be signed by Provider

Legal framework and statutory guidance

1.13. The following frameworks and legislation underpin this model agreement:

Early Education and childcare, Statutory guidance for Local Authorities 2018

Childcare Act 2006 and regulation 49 of the Childcare (Free of Charge for Working Parents) (England) Regulations 2022

Childcare Act 2016

Equality Act 2010

School admissions code 2014

Statutory framework for the early years foundation stage 2014

Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014

The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016

Special educational needs and disability code of practice: 0 to 25 years 2015

Data Protection Act 2018

Section 2:

Key Local Authority responsibilities

- 2.1. Local authorities must secure a free place for every eligible child in their area.
- 2.2. The Local Authority should work in partnership with providers to agree how to deliver free entitlement places.
- 2.3. The Local Authority 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.
- 2.4. The Local Authority must contribute to the safeguarding and promote the welfare of children and young people in their area.

Key provider responsibilities

- 2.5. The provider must comply with all relevant legislation and insurance requirements.
- 2.6. The provider should deliver the free 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 free places, along with their services and charges. Those children accessing the free entitlements should receive the same quality and access to provision.
- 2.7. The provider must follow the EYFS and have clear safeguarding policies and procedures in place that link to the Local Authority's guidance for recognising, responding, reporting and recording suspected or actual abuse.
- 2.8. The provider must have arrangements in place to support children with special educational needs and/or disabilities (SEND). These arrangements should include a clear approach to identifying and responding to SEND. Providers should utilise the SEN inclusion fund and Disability Access Fund to deliver effective support, whilst making information available about their SEND offer to parents.

Safeguarding

- 2.9. The Local Authority 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'](#) sets these out in detail.
- 2.10. The provider must follow the EYFS and have clear safeguarding policies and procedures in place that are in line with local guidance and procedures for responding to and reporting suspected or actual abuse and neglect. A lead practitioner must take responsibility for safeguarding and all staff must have training to identify signs of abuse and neglect. The

provider must have regard to 'Working Together to safeguard Children' guidance.

- 2.11. The provider should annually complete the West Berkshire early years safeguarding self-assessment in line with the Children's Act 2004. They should address any actions arising and return a copy to the Council as requested.

Eligibility

- 2.12. Children are eligible for funding as set out in Appendix A
- 2.13. The provider should check original copies of documentation to confirm a child has reached the eligible age on initial registration for all free entitlements. The provider can retain paper or digital copies of documentation to enable the Local Authority 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. Please refer to the data privacy guidance set out in the parent declaration form.
- 2.14. 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 3-and 4- year-olds.
- 2.15. The Local Authority must ensure that a child has a free entitlement place no later than the beginning of the term following the child and the parent meeting the eligibility criteria for the free entitlements.
- 2.16. Alongside the eligibility code, which is the child's unique 11-digit number, and original copies of documentation, a provider must acquire written consent from, or on behalf of, the parent to be able to receive confirmation and future notifications from the Local Authority of the validity of the parent's eligibility code. This is collected through the parent declaration form.
- 2.17. Once a provider has received written consent from the parent, they should verify the eligibility code with the Local Authority.
- 2.18. The local authority will confirm the validity of eligibility codes to allow providers to offer free places for eligible children aged 9 months and above. The local authority will provide a validity checking service to providers to enable them to verify the eligibility code. The Eligibility Checking Service (ECS) allows all local authorities to make instant checks for code validity.
- 2.19. The Local Authority will complete audit checks to review the validity of eligibility codes for children who qualify for working parent entitlement continuously throughout the year. The Local Authority will notify a provider where a parent has fallen out of eligibility and inform them of the grace period end date. It will also advise the first available date for a parent to take up a place.

This is carried out on The West Berkshire Early Years Portal which contains a WorkingParent Entitlement tile where providers can check eligibility and the upcoming status of codes. The Working Parent Entitlement Tile operates a Red, Amber, Green system which prompts providers to contact parents when necessary, for example, when

codes need reconfirming or parents are entering their grace period.

The Eligible To date is displayed using the following colours:

Red – eligibility has ended.

Amber – eligibility ends in the next 28 days

Green – eligibility ends in more than 28 days

The Grace Period

- 2.20. A child will enter the grace period when the child's parents cease to meet the eligibility criteria set out in the Childcare (Free of Charge for Working Parents) (England) Regulations 2022 as determined by HMRC (or where the child is in foster care, the responsible local authority) or a First Tier Tribunal in the case of an appeal.
- 2.21. The Local Authority 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.
- 2.22. The Local Authority 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 2023.
- 2.23. A child who becomes ineligible during the first half of a funding block (as defined at table A) should be funded until the end of that funding block (31 March, 31 August, 31 December) or for as long as they remain under Compulsory School Age, whichever is the shorter.

Table A:

Date Parent receives ineligible decision on reconfirmation:	LA 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

- 2.24. A child who becomes ineligible in the latter half of the funding block (up to the last day of the funding block) should be funded until the end of the following funding block or for as long as they remain under Compulsory School Age, whichever is the shorter.
- 2.25. The Local Authority will inform providers via the early years portal Working Parent Entitlement tile of any children/families who have fallen out of eligibility for the additional 15 hours and include the date when those children/families grace period will expire, at which point those children/families will revert to the universal 15 hour entitlement.
- 2.26. The provider should inform parents who have fallen out of eligibility and inform them of their grace period end date.

- 2.27. Parents may appeal the decision that has determined their ineligibility. Any appeals must be made directly to HMRC via their appeals process. The Local Authority has no influence or discretion regarding this.

Flexibility

- 2.28. 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](#).
- 2.29. The provider should offer flexible packages of free hours, subject to the following:
- 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 6.00 am or after 8.00pm
 - A maximum of two sites in a single day
- 2.30. The provider should work with the Local Authority and share information about the times and periods at which they are able to offer free entitlements to support the Local Authority to secure sufficient stretched and flexible places to meet parental demand in the Local Authority. 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.
- 2.31. Parents should agree and complete a declaration form with each setting their child attends for their early education entitlement of 15 or 30 hours per week in order to ensure that funding is paid fairly between them.
- 2.32. Children can attend a maximum of two sites in a single day. If a child attends more than 1 setting, the funding will be split fairly between the settings.
- 2.33. If a child attends more than one setting to access the extended free childcare, parents need to identify on the parent declaration form which setting will receive the universal free childcare and the extended free childcare entitlement.
- 2.34. Where funding is split between more than one provider, each provider should only claim for the hours agreed on the parent declaration form. In the event of an overclaim, the Local Authority will contact both providers to clarify where the funding should be allocated. If the claims are disputed, the Local Authority will request a copy of the parent declaration form from both providers to confirm the agreed hours. In the event of being unable to reach an agreement the Local Authority will fund each provider on a pro-rata basis according to the amount of free provision taken up at each provider.

Partnership working

- 2.35. Partnerships should be supported by local authorities on four levels between:
- i. Local authorities and providers
 - ii. Providers working with other providers, including childminders, schools and organisations
 - iii. Providers and parents
 - iv. Local authorities and parents

- 2.36. The Local Authority should promote partnership working between different types of providers, including childminders, across all sectors and encourage more providers to offer flexible provision, alongside other providers.
- 2.37. 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.
- 2.38. The provider should discuss and work closely with parents to agree how a child's overall care will work in practice when their free entitlement is split across different providers, such as at a maintained setting and childminder, to ensure a smooth transition for the child.

Special educational needs and disabilities

- 2.39. The Local Authority 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](#) (January 2015).
- 2.40. The provider must ensure owners and all staff members are aware of their duties in relation to the SEND Code of Practice and the Equality Act 2010.
- 2.41. The Local Authority 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.
- 2.42. 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

- 2.43. The Local Authority should promote equality and inclusion, particularly for disadvantaged families, looked after children and children in need by removing barriers of access to free places and working with parents to give each child support to fulfil their potential.
- 2.44. The provider should ensure that they have identified the disadvantaged children in their setting as part of the process for checking EYPP eligibility. They will also use EYPP and any locally available funding streams or support to improve outcomes for this group.
- 2.45. From April 2024, 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 disadvantaged 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 disadvantaged 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 disadvantaged 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 disadvantaged entitlement should they lose eligibility for the working parent entitlement.

Quality

- 2.46. [The Early Years Foundation Stage \(EYFS\) statutory framework](#) is mandatory for all schools that provide early years provision and Ofsted-registered early years providers 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.
- 2.47. Ofsted are the sole arbiter of quality for all free entitlements and 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.
- 2.48. Local authorities 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 providers who are rated less than 'Good' by Ofsted or newly registered providers.
- 2.49. 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.

Business planning

- 2.50. The Local Authority should clearly set out the documentation that they need to receive from providers to support payment and delivery of free entitlements and the timetable which providers should follow when submitting their documentation, this includes setting out the importance of timely and accurate census returns.
- 2.51. The provider should ensure they submit timely and accurate information, including, but not limited to, headcount data, census data, parental declarations and invoices, as per the financial guidelines of their Local Authority. Failure to do so may result in inaccurate, delayed or suspended funding.
- 2.52. The provider should maintain accurate financial and non-financial records relating to free entitlement places and should give the Local Authority access on reasonable notice to all financial and non-financial records relating to free entitlement places funded under the provider agreement, subject to confidentiality restrictions.
- 2.53. The local authority should not carry out audit regimes which are disproportionate or are unnecessarily burdensome to providers.

Charging

- 2.54. Government funding is intended to cover the cost to deliver 15 or 30 hours a week of free, high quality, flexible childcare. It is not intended to cover the cost of meals, consumables, additional hours or additional services.
- 2.55. The provider can charge for meals and snacks as part of a free entitlement place and they can also charge for consumables such as nappies or sun cream and for services such as trips and musical tuition. Providers should be mindful of the impact of additional charges, especially on the most disadvantaged parents. Where parents are unable to pay for meals and consumables, providers who choose to offer the free entitlements are responsible for setting their own policy on providing parents with options for alternatives to additional charges, including waiving or reducing the cost of meals and snacks or allowing parents to supply their own meals.
- 2.56. The provider should deliver the free entitlements consistently so that all children accessing any of the free entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals or consumables.
- 2.57. The local authority should not intervene where parents choose to purchase additional hours of provision or additional services, provided that this is not a condition of accessing the free entitlement.
- 2.58. The provider should publish their admissions criteria and ensure parents understand which hours/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 hours are convenient for parents' working hours.
- 2.59. The provider can charge parents a deposit to secure their child's free place but should refund the deposit in full to parents within a reasonable time scale (the Local Authority recommendation is within 1 term).
- 2.60. The provider cannot charge parents "top-up" fees (the difference between a provider's usual fee and the funding they receive from the Local Authority to deliver free places) or require parents to pay a registration fee as a condition of taking up their child's free place.
- 2.61. The provider should ensure their invoices and receipts are clear, transparent and itemised, allowing parents to see that they have received their free entitlement completely free of charge and understand fees paid for additional hours. The provider will also ensure that receipts contain their full details so that they can be identified as coming from a specific provider.
- 2.62. There is no monetary value attached to the funded hours for parents. The free entitlement is an entitlement in hours and not a monetary value to be taken off a childcare provider's bill or as a discounted item on the invoice.

Information to Parents

- 2.63. The Provider must ensure that their admissions information is clear and accessible for

parents, for example, by publishing the number of standalone 15 and 30 hours places they offer to enable parents to make an informed decision on where to access their entitlement.

- 2.64. The Local Authority must maintain a service that provides information for parents and prospective parents on the provision of childcare in their area as listed in Schedule 1 to the Childcare Act 2006 (Provision of Information to Parents) (England) Regulations 2007¹²) and from 1 April 2018, to publish this information electronically on the Local Authority website and update it at a minimum termly on 1 January, 1 April and 1 September. This is so parents and prospective parents can access online, or are provided with, comprehensive and up to date information about childcare and early education, including support for children with SEND (Special Educational Needs and Disabilities) and free places in their area, via the Family Information Service and Local Offer.
- 2.65. The Provider must regularly update the details of this provision that are held by the Family Information Service at West Berkshire Council

Funding

- 2.66. The local authority should pay all providers monthly, particularly childminders, unless a provider requests and the local authority agrees to continue an existing alternative sustainable method of payment.
- 2.67. The provider should accurately complete and submit headcount and other necessary data returns by the agreed date to support the Local Authority to make payment. Each provider will receive a provisional funding estimate before the beginning of each financial year, detailing their hourly rate for 2, 3 and 4 year olds and an indication of how much funding they will receive for that year. Providers will be required to supply details of their staff and qualifications prior to the start of the financial year (as part of the Early Years Census in January), in order to determine whether their setting qualifies for the Quality Supplement. This rate will then apply to the following financial year and there will be no future adjustments to rates. New providers will have their rates confirmed at the point of registering with the Local Authority as a funded provider.
- 2.68. There are three 'funding periods' each year (Summer, Autumn and Spring), similar to the school terms and within each funding period there will be a 'headcount' day. Applications for funding are made through the Early Years Funding Portal. The process for claiming funding is outlined in Appendix B.
- 2.69. Early Years Pupil Premium (EYPP) is claimed through the Early Years Funding Portal. The process for claiming EYPP funding is outlined in Appendix C.
- 2.70. The Disability Access Fund (DAF), can be used to support access to free entitlements for children with disabilities or SEN. The purpose of the fund is to support early years providers to make initial reasonable adjustments and build the capacity of their setting to support disabled children. The process for claiming DAF funding is outlined in Appendix D.

Compliance

- 2.71. The Local Authority can carry out checks and/or audits on providers to ensure compliance with the requirements of delivering the free entitlements.
- 2.72. West Berkshire Council's Early Years Service may audit providers at any given time to ensure proper use of public funding. The Local Authority has a duty to:
- ensure that if providers charge for any goods or services, for example meals, optional extras or additional hours of provision outside of the place, this is not a condition of children accessing their place.
 - ensure that funded places are entirely free of charge to parents
 - ensure that places are offered flexibly to meet the needs of parents
 - ensure that parents can clearly see, from the information or invoice they receive from their provider, that they have received their child's full funded place completely free.

Investigation of invoices will therefore constitute a major part of the Free Entitlement Audits. If your setting should be selected for audit, you will be notified in advance with a request for any documentation that will be required at point of audit. West Berkshire Early Years Team Audit Policy is available to providers on request.

Defaults

- 2.73. If the Provider commits a Default then the Local Authority shall serve on the Provider a Default Notice. This will be without prejudice to any other right or remedy which may be available to the Local Authority, either under this Agreement or at law.
- 2.74. If the Local Authority serves on the Provider a Default Notice which relates to a Default which can be corrected then on receiving such a Default Notice, the Provider shall take the action specified in the Default Notice to correct matters, within the timescale set out, at its own cost.
- 2.75. If the Provider fails to rectify the Default within the time period specified in the Default Notice, the Local Authority may give notice stating that this Agreement will terminate on the date falling five (5) Working Days after the date of service of such notice.

Persistent Default

- 2.76. If the Provider commits a Persistent Default within the timescale set out in the Default Notice, then the Local Authority shall be entitled to terminate this Agreement by giving the Provider not less than one (1) month written notice.

Termination and withdrawal of funding

This section does not apply to maintained schools and nurseries as the funding arrangements between a local authority and a maintained school are governed by the Schools Standards & Framework Act 1998 and the finance regulations made under that Act.

Suspension of registration by Ofsted or childminder agency, or a breach of statutory

requirements or safeguarding issues may result in the termination of the arrangement and withdrawal of funding.

- 2.77. This Agreement may be terminated and the Free Early Years Entitlement funding withdrawn in accordance with the termination provisions set out in regulation 7 (Termination of the arrangements) of the Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014 and regulation 37 (Arrangements between Local Authorities and early years providers: termination) of The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016.
- 2.78. The **Local Authority** shall remove Providers from the directory of those deemed eligible to receive Free Early Years Entitlement funding if the provider:
- a. does not meet the quality criteria as specified within the 2018 statutory guidance relating to Early Education and Childcare published by OFSTED (to be effective from 1st September 2017); or
 - b. has their registration suspended or cancelled by Ofsted; or
 - c. is in breach of statutory requirements;
 - d. has safeguarding issues/ concerns;
- 2.79. Where the **provider** is unable to meet the Ofsted grade criteria, after being given sufficient time by Ofsted to improve their grade criteria and following their action plans developed with the Local Authority to meet any actions arising from inspection, the Local Authority will consider termination of this provider agreement and the withdrawal of funding.
- 2.80. If the **provider** does not meet the conditions specified at 2.72, providers will be notified in writing of the Local Authority intention to terminate the provider agreement and the withdrawal of funding and state the reasons for this action being taken. The provider shall have 7 days in which to appeal in writing to the Local Authority.
- 2.81. When a **provider** is rated “Inadequate” by Ofsted or fails to meet such other conditions specified under the legislation at clause 2.72, this Agreement may be terminated and funding may be withdrawn and alternative provision sought for funded children attending the setting. In the event of an “Inadequate” Ofsted inspection the provider :
- must accept assistance to improve their outcomes from the Early Years Advisers **within 2 weeks** of judgement and produce an action plan as to how issues raised within the inspection will be addressed, within an agreed timescale.
 - must improve performance within **6 months** of the issue of the report otherwise Free Entitlement Funding may be withdrawn
 - On some occasions, Ofsted Inspectors may insist on the immediate withdrawal of a Provider when issuing an “Inadequate” grading. If this situation occurs, the Provider may wish to appeal this decision, and should therefore adhere to the procedure outlined below under the “Appeals Process”.
- 2.82. Without prejudice to any right or remedy it might have, the Local Authority may terminate this Agreement by written notice to the Provider with immediate effect if the Provider:
- 2.81.1 commits a Default which is a Material Default of its obligations; or

- 2.82.2 commits a continuing breach of this Agreement; or
 - 2.82.3 and/or its Staff cease to hold appropriate registration with the relevant Regulatory Body;
- 2.83. The Local Authority shall be entitled to terminate this Agreement at any time by giving one [1] months written notice to the Provider.

Appeals process

- 2.84. A provider may be denied approval to offer the free entitlements or have their funding withdrawn as set out above. The provider can appeal against that decision.
- 2.85. If a provider wishes to make representation concerning a decision to suspend or remove them from the Directory, they must make contact with the Early Years Service within 14 days of the notice being given, providing grounds for the objection along with any relevant evidence in support. (This also applies to any provider who wishes to appeal against a decision not to allow them onto the Directory.)
- 2.86. The Local Authority will acknowledge receipt of the provider's appeal within 7 days. This acknowledgement will provide a date, time and location for an appeal hearing to take place within a month of any mitigating evidence having been received from the Provider.
- 2.87. The Local Authority will prepare a written report for the appeal panel. This report, along with the provider's evidence, will be provided to the panel and to the Provider at least 7 days before the date of the hearing.
- 2.88. The panel will be made up of 4 members of the Local Authority, usually the Head of Education, Early Years Service Manager, a West Berkshire Council Accountant and an elected Local Authority Member. The panel members will have had no prior involvement in the matter under appeal. Two representatives from the Provider will be invited to attend the hearing in order to plead the provider's case. Two representatives from the Early Years Service will also be in attendance to plead the case for the Local Authority.
- 2.89. The decision of the panel is final. If the Provider is unhappy at any stage of the process it is their right to contact the Local Government Ombudsman to provide an independent opinion. For further details visit www.lgo.org.uk or telephone 0300 061 0614.

Complaints process

- 2.90. The Local Authority has a duty to investigate any complaints received from parents about the charging of fees or failure to pass on the benefit of the Free Entitlement funding. Providers must adhere to the conditions set out in the Early Years Provider Agreement, the early education and childcare statutory guidance and the early years entitlements operational guidance. Where the parent feels that any of these conditions has been broken or they are not satisfied that their child has received their free place or with any aspect of the way they have received it, they should contact their provider in the first instance. If the parent is unsatisfied with the provider's response they can contact the Early Years Service. However, depending on the nature of the complaint, the Local Authority has limited powers to enforce any action on the provider.

- 2.91. Parents can lodge a complaint with West Berkshire Council if they feel that the Local Authority is preventing their child having access to a free nursery education place. The Local Authority's complaints procedure is published on the website. [About Making a Complaint - West Berkshire Council](#)
- 2.92. 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 free entitlement in the correct way, as set out in this agreement and in Early Education and Childcare Statutory guidance for Local Authorities.
- 2.93. If a parent or provider is not satisfied with the way in which their complaint has been dealt with by the Local Authority or believes the Local Authority has acted unreasonably, they can make a complaint to the Local Authority Ombudsman. Such complaints will only be considered when the local complaints procedures have been exhausted.

Data Protection and Confidentiality

- 2.94. The Provider shall (and shall procure that any of its Staff involved in the provision of the Contract) comply with its obligations under the Data Protection Act 2018 ("DPA"), and the Computer Misuse Act 1990 insofar as performance of this Agreement gives rise to obligations under those Acts.
- 2.95. Notwithstanding the general obligation in clause 2.92, where the Provider is processing personal data (as defined by the DPA) as a data processor for the Local Authority (as defined by the DPA) the Provider shall;
- 2.95.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
 - 2.95. 2 provide the Local Authority with such information as the Local Authority may reasonably require to satisfy itself that the Provider is complying with its obligations under the DPA;
 - 2.95. 3 promptly notify the Local Authority of :
 - 2.95. 3.1 any breach of the security measures required to be put in place pursuant to clause 2.93; and
 - 2.95. 3.2 any request for personal data; and
 - 2.95. 3.3 ensure it does not knowingly or negligently do or omit to do anything which places the Local Authority in breach of the Local Authority's obligations under the DPA.
- 2.96. When handling Local Authority data (whether or not personal data), the Provider shall ensure the security of the data is maintained in line with the security requirement of the Local Authority as notified to the Provider from time to time.
- 2.97. The Provider shall ensure that any subcontractor shall implement, maintain and administer data sharing policy which is acceptable to the Local Authority and meets its minimum standards from time to time.

- 2.98. The Provider shall indemnify the Local Authority for any loss, damages, costs, claim, fine or penalty that may arise from the loss, disclosure, destruction or damage to personal data or otherwise under the DPA and this Clause by the Provider.
- 2.99. The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.
- 2.100. Save for Information already in the public domain or the Provider's knowledge the Provider and the Provider's Staff shall treat as confidential and shall not disclose to any person other than a person authorised by the Local Authority, any written and Confidential Information acquired by the Provider or the Provider's Staff in or in connection with the provision of the Service concerning the Local Authority's Premises, the Local Authority, its staff or procedures. This provision is subject to the statutory requirements imposed on the Local Authority under the FOIA and EIR.

Guidance Note:

For more information about West Berkshire Council's privacy policy, fair processing and the Act, please refer [Data Protection Privacy Notices - West Berkshire Council](#)

Childcare providers should have a privacy notice of their own that is available electronically or in paper format and available to parents on request.

Advice from the Information Commissioner's Office (ICO) on holding personal data - including sensitive personal data - is available at [For organisations | ICO](#)

Freedom of Information

- 2.101. The Provider acknowledges that the Local Authority is subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 all as amended from time to time.
- 2.102. The Provider shall provide such prompt and reasonable assistance to the Local Authority making such request of them from time to time, to assist it in complying with its information disclosure obligations under the legislation set out at Clause 2.98.
- 2.103. Where the Local Authority receives a properly directed request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 relating to the operation of this agreement, the Local Authority shall deal with such requests without interference of the Provider. The Local Authority may consult with the Provider and may take into account any representations that the other party may make prior to a determination of a disclosure under the relevant legislation being made in respect of a request for information.
- 2.104. Notwithstanding any other term of this agreement, the Provider hereby gives its consent for the Local Authority to publish this Agreement and its Schedules in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Local Authority decides.

Equality Legislation

- 2.105. The Provider shall (and shall procure that its employees, contractors, agents and other personnel shall):
- 2.105.1 perform its obligations under this agreement (including those in relation to the Services) in accordance with all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity, marriage, civil partnership or otherwise);
 - 2.105.2 at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement.

Dispute Resolution

- 2.106. If there is a dispute between the Provider and the Local Authority concerning the interpretation or operation of this Agreement, then either party may serve written notice on the other stating the nature of the dispute (a Dispute Notice).
- 2.107. After service of the Dispute Notice, the following procedure shall be followed by the parties (all periods specified in this clause 2.105 shall be extendable by mutual agreement):
- 2.107.1 within five (5) days, the Provider's representative and the Local Authority's representative shall meet to attempt to settle the dispute (each party acting in good faith);
 - 2.107.2 if the Provider's representative and the Local Authority's representative are unable to reach a settlement within twenty one (21) days from the date of service of the Dispute Notice, the [specify role or position] officers of each of the parties shall meet within the following fourteen (14) days to attempt to settle the dispute; and
 - 2.107.3 if no settlement results from the meeting specified in clause 2.105.2, for the following fifty six (56) days the parties shall attempt to settle the dispute by mediation (in accordance with the CEDR Model Mediation Procedure) by an independent mediator appointed by CEDR unless otherwise agreed between the parties, with costs to be shared equally between the parties.
- 2.108. If no settlement is reached under clause [2.105] the dispute shall be determined by the English High Court and the parties submit to the exclusive jurisdiction of such court for such purposes.

Variations

- 2.109. The Authority shall have a unilateral right to vary this Agreement by giving a Variation Notice to the Provider to this effect where there has been a change in the Law and/or any departmental guidance that may be issued from time to time that has an impact on this Agreement.
- 2.110. If the Local Authority serves a Variation Notice under this clause [2.107] and is unable to implement the intended variation and the Local Authority and the Provider are unable to resolve their concerns within twenty-eight [28] Days of the receipt of the Provider's notice served under this clause [2.107], then either Party will be entitled to give one [1]

months notice to the other terminating this Agreement or its application to the Service that is the subject of the Local Authority's Variation Notice.

Insurance

- 2.111. For as long as this Agreement is in force the Provider must take out and maintain as a minimum the insurances set out in clause [2.112] (below).
- 2.112. All insurances must be taken out and maintained with a reputable insurance company.
- 2.113. The insurances referred to in clause [2.110] are as follows:
- i) Employers' Liability insurance with limits of indemnity of the types and in amounts not less than £5 million for each and every claim, act or occurrence or series of claims, acts or occurrences, which complies with statutory requirements; and
 - ii) Public liability insurance with limits of indemnity of the types and in amounts not less than £5 million for each and every claim, act or occurrence or series of claims, acts or occurrences.

Waiver

- 2.114. No term or provision of this agreement shall be considered as waived by a party to this agreement unless a waiver is given in writing by that party. No waiver shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this agreement unless (and only to the extent) expressly stated in that waiver.

The Contracts (Rights of Third Parties) Act 1999

- 2.115. Neither Party intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.

Entire Agreement

- 2.116. These conditions constitute the entire understanding between the parties relating to the subject matter of the Agreement and, save as may be expressly referred to or referenced herein, supersede all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.

Governing Law and Jurisdiction

- 2.117. The Parties accept the exclusive jurisdiction of the English courts and agree that the Agreement and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

Updates to Agreement for 2023-24

2.14. changed from:

The provider should offer places to eligible two-year-olds on the understanding that the child remains eligible until they become eligible for the universal entitlement for three-and four-year-olds.

2.19. changed from:

The Local Authority will complete audit checks to review the validity of eligibility codes for children who qualify for 30 hours free childcare continuously throughout the year. The Local Authority will notify a provider where a parent has fallen out of eligibility and inform them of the grace period end date. It will also advise the first available date for a parent to take up a place.

This is carried out on The West Berkshire Early Years Portal which contains a 30 hours Free Childcare tile where providers can check eligibility and the upcoming status of codes.

2.20. changed from:

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) (Extended Entitlement) Regulations 2016, as determined by HMRC or a First Tier Tribunal in the case of an appeal.

From 2.43. Sub-heading changed from Social Mobility and Disadvantage to Supporting Disadvantaged Children.

2.45. new clause added:

From April 2024, 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 disadvantaged 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 disadvantaged 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 disadvantaged entitlement should they lose eligibility for the working parent entitlement.

Charging

2.55. changed from:

The provider can charge for meals and snacks as part of a free entitlement place and they can also charge for consumables such as nappies or sun cream and for services such as trips and musical tuition. Parents should expect to pay for these although these charges must be voluntary for the parent. Where parents are unable or unwilling to pay for meals and consumables, providers who choose to offer the free entitlements are responsible for setting their own policy on how to respond, with options including waiving or reducing the cost of meals and snacks or allowing parents to supply their own meals. Providers should be particularly mindful of the impact of additional charges on the most disadvantaged families.

2.57. changed from:

The Local Authority should not intervene where parents choose to purchase additional hours of provision or additional services, providing that this does not affect the parent's ability to take up their child's free place. The provider should be completely transparent about any additional charges.

Funding**2.66. changed from:**

The provider should accurately complete and submit headcount and other necessary data returns by the agreed date to support the Local Authority to make payment.

2.67. changed from:

Each provider will receive a provisional funding estimate before the beginning of each financial year, detailing their hourly rate for 2, 3 and 4 year olds and an indication of how much funding they will receive for that year. Providers will be required to supply details of their staff and qualifications prior to the start of the financial year (as part of the Early Years Census in January), in order to determine whether their setting qualifies for the Quality Supplement. This rate will then apply to the following financial year and there will be no future adjustments to rates. New providers will have their rates confirmed at the point of registering with the Local Authority as a funded provider.

Termination and withdrawal of funding**Added to opening paragraph:**

Suspension of registration by Ofsted or childminder agency, or a breach of statutory requirements or safeguarding issues may result in the termination of the arrangement and withdrawal of funding.

Appendices A, B, C and D

Updated to include the expanded entitlements.

Appendix A: Eligibility

Children become eligible for funding on the dates set out below:

Born between	Eligible from
1 April - 31 August	1 September (Autumn Term)
1 September - 31 December	1 January (Spring Term)
1 January and 31 March	1 April (Summer Term)

Two Year olds (Economic and SEN criteria)

A child will be entitled to the free entitlement hours from the term after their second birthday providing both of the following conditions are satisfied;

- The child is of eligible age
- The child or parent meets the eligibility criteria *

The child remains eligible until they become eligible for the 3&4 year old universal entitlement.

* Parents should apply to check their eligibility for 2 year old funding at [Free childcare for two-year-olds - West Berkshire Council](#)

Three & Four Year olds (Universal Entitlement)

All three and four year olds are entitled to the universal entitlement of 570 hours per year from the beginning of the term after their third birthday.

Working Parent Entitlements

Children aged 9 months to 4 years old are entitled to the 'working parent' entitlement providing the eligibility criteria are met. The child will need to attain the relevant age (9 months old and above) and have a positive determination of eligibility from HMRC. From the Effective Date, a child will be entitled to the specified free hours set out in the table below the term after both of the following conditions are satisfied:

- The child is of eligible age
- The child's parents has a current positive determination of eligibility from HMRC

Parents should apply to check their eligibility for the entitlement at [Childcare Choices | 30 Hours Childcare, Tax-Free Childcare and More | Help with Costs | GOV.UK](#)

Effective Date	Relevant Age	Free hours per annum	Examples of when a child can take up their free place
From 1 April 2024	2 years old	570 hours	<p>The term after the child turns 2 years old, i.e.:</p> <ul style="list-style-type: none"> - 1 April if the child turns 2 between 1 January and 31 March - 1 September if the child turns 2 between 1 April and 31 August - 1 January if the child turns 2 between 1 September and 31 December
From 1 September 2024	9 months old and above	570 hours	<p>The term after the child turns 9 months old, i.e.:</p> <ul style="list-style-type: none"> - 1 April if the child turns 9 months between 1 January and 31 March - 1 September if the child turns 9 months between 1 April and 31 August - 1 January if the child turns 9 months between 1 September and 31 December
From 1 September 2025	9 months old and above	1140 hours	<p>The term after the child turns 9 months old i.e.:</p> <ul style="list-style-type: none"> - 1 April if the child turns 9 months between 1 January and 31 March - 1 September if the child turns 9 months between 1 April and 31 August - 1 January if the child turns 9 months between 1 September and 31 December

Where parents become eligible for the extended entitlement mid-term, funding for the additional hours cannot start until the nearest following term. (i.e. if a parent becomes eligible in February the child's additional free entitlement will begin April)

Appendix B: Funding Process

There are three 'funding periods' each year (Summer, Autumn and Spring), similar to the school terms and within each funding period there will be a 'headcount' day.

Although there are always 38 weeks (190 days) in each school academic year (September to July), there are not always 38 weeks in a financial year (April to March), owing to the spring break (Easter) falling at a different time each year. Funding can be paid up to a maximum of 38 weeks in any financial year and providers will need to decide which days they will be open each year. All providers are required to complete the Number of Weeks form to inform the Early Years Service, before the start of the financial year, the number of weeks provision they will offer each term.

Claims for funding are made through the Early Years Funding Portal.

Before the start of the financial year, a document known as Important Dates and outlining the key dates for the funding process is sent to providers. This details the task dates and deadlines for submitting information through the portal.

Providers will receive an email notification from the Early Years Funding Portal when a task (i.e Estimate, Actual, Adjustment) is available. Each task has a clear start and end date. There will be no opportunity to change or complete a submission after the deadline has passed.

Estimate Payment

Prior to the beginning of the funding period, an estimate payment task will be issued to providers through the Early Years Funding Portal. The details of new children joining the setting should be input into the portal. An interim payment of 50% of the estimated funding for the term will then be made to each provider.

Actual Payment and Headcount Day

A termly headcount week takes place in the second full week following the beginning of each term. An actual payment task will be issued to providers through the Early Years Funding Portal. The details of children attending the setting on the designated headcount week should be entered into the portal. A payment of 50% of the actual funding for the term will then be made to each provider. Where there are changes from the data submitted in the estimate task, these should be amended in the actual task and funding will be adjusted accordingly.

Early Years Census

The spring term headcount (in January), forms part of the annual Early Years Census. The data collection comprises 2 parts – Child Level Data submitted through the Early Years Portal and Provider Details: submitted through the census tab of the Early Years Portal

Child Level Data

Child Level Data is collected through the Spring Term Actual Headcount Task through the Early Years Funding Portal. Providers should record the normal situation during census week. This should include children that are temporarily absent, for example, sick or on holiday. If the provider was temporarily closed for any reason, providers should record the situation which would have applied during the week.

Provider Details

Provider details are collected through the Early Years Funding Portal Census tab. Guidance on completing this will be circulated to providers.

This information is used for the annual data collection for the DfE and also for the calculation of the rate of funding for the EY National Funding Formula for the following financial year. Providers are required to return full and accurate information by the given date.

Adjustment Tasks

Adjustment payments are made in the following circumstances:

- New claims for eligible 2, 3 and 4 year olds can be made where they meet one of the three following criteria:
 - 1) A child moving to West Berkshire from another local authority after headcount week and who has not been funded by the other local authority. The early years team will check this information.
 - 2) A child has not claimed at another setting in West Berkshire during that academic term.
 - 3) A setting attended by a funded child has been closed mid-term.

Two Year Olds

- Increases to hours attended for low income eligible 2 year olds will be considered on a case by case basis by the Early Years Team. Your request should be sent to earlyyearsservice@westberks.gov.uk before the task deadline stating the reason for the increase and start date of the change along with a copy of the new Parent Declaration Form.

Three and Four Year Olds

- Increases to Extended hours attended for 3 and 4 year olds who are eligible for extended hours funding will be considered on a case by case basis by the Early Years Team. Your request should be sent to earlyyearsservice@westberks.gov.uk before the task deadline stating the reason for the increase and start date of the change along with a copy of the new Parent Declaration Form.

Children moving to another provider mid term

When a child moves between different providers mid term, no adjustment will be made to their payment by the LA, unless a child moves to a different LA and uses their Free Entitlement funding there. If a child moves to another provider in West Berkshire, the funding should follow the child to the new provider. The provider in receipt of the original funding must arrange to transfer the balance of the funding to the new childcare provider.

If a child leaves after the actual payment headcount but does not move to another provider for the remainder of a term, the funding remains with the provider. This funding should be used to the benefit of the existing children that are of eligible age, or to help fund a child who started after the headcount day and was unable to claim funding for that term.

Providers are expected to enter their children's data accordingly. Providers will be able to enter any new children's details or to provide an end date for those children who have left mid way through a term. It is the Provider's responsibility to keep this information up to date.

If a deadline date is missed by a Provider, it will NOT be possible to claim after the deadline date has passed. Payment will then be delayed until the next payment date. It is therefore the Provider's responsibility to ensure data is submitted BEFORE the deadline.

- Providers MUST undertake to repay on demand any funding which has been claimed incorrectly or did not meet the requirements made from eligible providers.
- It is the provider's responsibility to ensure that Parent Declaration Forms are cross checked with other providers to avoid their setting's hours being voided to zero should a duplicate claim be discovered.
- Providers should be aware that children's data, payment claims and actual payments made are subject to audit checks to ensure proper use of public funds.
- Free entitlement funding is based on the setting that the child attends NOT the address of the family home. If a family lives outside of the West Berkshire border but wishes to place their eligible 2 year old at your setting, providers should contact the Early Years Service before offering place to ensure eligibility.
- Parents of eligible 2 year olds MUST have received a Reference Number as proof of entitlement BEFORE your setting offers a place.
- Working parents of 0-2 years old and 3 and 4 year olds eligible for the extended entitlement must have an eligibility code. Providers must verify this code with the LA through the Early Years Portal.
- West Berkshire Council will fund a setting for unexpected short term closures, for up to one week, if the closure is out of their control. All closures should be immediately notified to the Early Years Service, where each case will be negotiated on an individual basis.
- If a setting closes for staff training or Public Holiday, Free Entitlement should be offered at an alternative time. There is no obligation to offer alternative provision due to Public Holiday closures.

Offering Stretched Entitlement

Instead of offering 15 hours a week for 38 weeks a year, childcare providers may spread the entitlement of 570 hours across the whole year by offering fewer hours per week for more weeks.

Providers should divide the number of funded hours available by the number of weeks they offer childcare.

For example:

15 hours per week entitlement

570 hours / 51 weeks = 11.17 hours per weekly claim

570 hours / 48 weeks = 11.87 hours per weekly claim

570 hours / 47.5 weeks = 12 hours

30 hours per week entitlement

1140 hours / 51 weeks = 22.34 hours per weekly claim

1140 hours / 48 weeks = 23.74 hours per weekly claim

1140 hours / 47.5 weeks = 24 hours per weekly claim

As now, whether offering stretched or term time only funding, the hours need to be claimed over 38 weeks in the 3 payment terms via the funding portal.

Summer - April to August

Autumn - September to December

Spring - January to March

Appendix C: Early Years Pupil Premium

How to claim Early Years Pupil Premium

Early Years Pupil Premium is available if the child receives either:

- the universal 15 hours entitlement for 3 and 4-year-olds or
- the 15 hours entitlement for low income 2-year-olds or
- from April 2024, the 15 hours entitlement for children aged 2 years of working parents or
- from September 2024, the 15 hours entitlement for children aged 9 months to 2-years-old of working parents
- and meet the eligibility criteria

Providers can submit an EYPP claim through the Early Years funding portal at the same time as completing the termly headcount tasks. The process is outlined below:

- Provider must ensure that the parent or carer has agreed to having their details checked for EYPP eligibility by completing the Early Years Pupil Premium Registration form section of the parent declaration form.
- When adding a new child to the portal, providers will have the option to enter carer details. When entering carer details, providers will be given the option of 'yes' or 'decline to provide' and you must select 'yes' in order to progress and enter the carer details
- Carer details for existing children on the portal can be added by using the 'change child details' icon (blue square) next to the child's name, selecting the 'carer details' tab and following the steps outlined above. If you have already submitted a task, you can go in, edit and resubmit at any time up until the task deadline
- If you are applying for EYPP for a child under the non-economic criteria (e.g. a Looked After or adopted child), please contact the Early Years Service as it is not possible to check eligibility under the non-economic criteria through the portal.

Eligibility checking and payment

The Local Authority will check EYPP eligibility at each payment tasks. Payments for eligible children will be included with your free entitlement payment. These are clearly identified on your payment report.

Appendix D: Disability Access Fund (DAF)

Disability Access Fund (DAF)

Disability Access Fund (DAF) was introduced to support access to free entitlements for children with disabilities. The purpose of the fund is to support early years providers to make initial reasonable adjustments and build the capacity of their setting to support disabled children.

Eligibility for Disability Access Fund (DAF)

A child will be eligible for the DAF if:

- the child is in receipt of [Disability Living Allowance \(DLA\)](#) and the child receives one of the following:
- the universal 15 hours entitlement for 3 and 4-year-olds or
- the 15 hours entitlement for disadvantaged 2-year-old or
- from April 2024, the 15 hours entitlement for children aged 2 years of working parents or
- from September 2024, the 15 hours entitlement for children aged 9 months to 2 years of working parents

Please note that children do not have to take up the full 570 hours of early education that they are entitled to, in order to receive the DAF. Children will be eligible where they take up any period of free entitlement and receive DLA.

Four-year-olds in primary school reception classes are not eligible for DAF funding.

Entitlement

Born between	Eligible from (following third birthday)
1 April - 31 August	1 September (Autumn Term)
1 September - 31 December	1 January (Spring Term)
1 January and 31 March	1 April (Summer Term)

Identifying eligible children and applying for funding.

Early years providers are responsible for identifying eligible children. Providers are encouraged to speak to parents in order to find out who is eligible for the DAF. Parents will need to complete the Disability Access Fund section of the parent declaration form and provide a copy of the letter confirming the child's entitlement to DLA to the nominated childcare provider. Providers should send the completed form and proof of eligibility to West Berkshire Council's Early Years Service via the Early Years Funding Portal.

How early years providers will receive DAF funding

- The Local Authority will fund all early years settings providing a place for each child eligible for the DAF in their area at the fixed annual rate per eligible child.
- The DAF will not be offset against any other funding which the Local Authority may ordinarily be providing for children eligible for the DAF.
- The DAF is payable as a lump sum once a year per eligible child. If a child eligible for the DAF is splitting their free entitlement across two or more providers, parents must specify their nominated childcare provider on the DAF declaration form. This setting will be where the Local Authority will pay the DAF for the child.
- If a child receiving DAF moves from one setting to another within a financial year, the new setting is not eligible to receive DAF funding for this child within the same financial year. DAF funding received by the original setting will not be recouped by the Local Authority and is not transferrable to another setting.
- Where a child lives in one authority area but attends a provider in a different Local Authority, the provider's Local Authority is responsible for funding the DAF for the child and eligibility checking.
- All early years providers who are eligible to receive funding for early entitlement education are also eligible to receive the DAF.

Appendix E: West Berkshire Council Procedure for Extending 30 hours to Children in Foster Care

Key Criteria for Eligibility:

- That accessing the extended hours is consistent with the child's care plan, placing the child at the centre of the process and decision making, and
- That, in single carer foster families, the foster carer engages in paid work outside their role as a foster carer
- And in two carer foster families, both partners engage in paid work outside their role as a foster carer. If one partner is not a foster carer then they must be in qualifying paid work and earn a minimum of the equivalent to 16 hours at national minimum/ national living wage.

Requirements

- The application form will be completed by the foster carer and be counter-signed by Family Placement Team Manager or Family Placement Team Assistant Manager from West Berkshire Council.
- Foster carers will be required to reconfirm their eligibility every three months to mirror the existing process and support the work enabling objective of the 30 hours policy.
- Agreement that the foster carers can take up the extended hours should be recorded and the care plan for the child should be updated as appropriate.

Process

The diagram below sets out when foster carers will be eligible for 30 hours for their children in foster care. If the designated person is not satisfied that accessing 30 hours is consistent with the child's care plan, then the child will not be able to take up a 30 hours place and no code should be issued.

Stage 1: The Foster Carer(s) apply

- Foster carers and social workers start discussions, as the child approaches their 3rd birthday or when a foster carer decides to take up additional work.
- The following documents are available to provide information to Foster Carers and Social Workers to support these discussions:
 - *Foster Carers Journey*
 - *Information Sheet for Social Workers*
- The foster carer should complete the:
 - *Application form Extended Hours Foster Care*
- Once the form has been completed and signed by the foster carers, this will be the declaration as required by regulations. For the purposes of determining when a

foster child is entitled to take up their place, the date of application will be the date the carers signed the form.

Stage 2: Designated Officer Approves Application

Designated Person is the Family Placement Team Manager or Family Placement Assistant Team Manager

- The designated person supports the application by signing the final page of the Application Form.
- The form and copies of supporting evidence of work requested on the application are sent to the Early Years Team earlyyearsservice@westberks.gov.uk who will check evidence of working and generate an eligibility code.

Evidence of Work Required

- If Foster Carer(s) are already working:
 - *Originals of last two payslips*
- If Foster Carer(s) are about to start working:
 - *Job Offer Letter with start date.*
- If Foster Carer is Self-Employed:
 - *Evidence of self-employment e.g. tax return*

Stage 3: West Berkshire LA issues a code to Carers

- Once the form and evidence is agreed The Early Years Team will generate eligibility codes for foster carers.
- The Early Years Team enters the family's details on the ECS to record a record for the foster child.
- An 11 digit code starting with 400 is sent by email to the foster carers, copying in the Social Worker.
- The email includes further instructions to foster carers about taking the code to their provider to confirm their place and further information on their reconfirmation process.
- Customer Journey Leaflet sent to Foster Carer

Stage 4: Provider Checking and Payment

- Once the foster carer has received the code, the process is the same as for any other 30 hours carer and child.
- The foster carer contacts a provider to agree a 30 hour place, giving them the code to confirm their place.
- The provider adds the child to their Headcount to claim the funding via West Berkshire Council.

Stage 5: Reconfirmation

- Foster carers, are required to reconfirm their eligibility every three months.
- The exact dates and intervals for children in foster care are set by ECS system when the child's record is created.
- The Early Years Team contacts Designated Person and Social Worker to be satisfied that the placement is still ongoing and that accessing the 30 hours is still consistent with the child's care plan and the foster carers are still engaging in paid work
- Subject to Designated Person and Social Worker confirmation above, the Early Years Team contact carers via email 4 weeks before the eligibility expiry date to confirm they are still in work requesting the evidence below.

Evidence of Work Required:

- If Foster Carer(s) are already working:
 - *Originals of last two payslips*
- If Foster Carer(s) are about to start working:
 - *Job Offer Letter with start date.*
- If Foster Carer is Self-Employed:
 - *Evidence of self-employment e.g. tax return*

On receipt of evidence the Early Years Team updates ECS record.

Appeals Process

If foster carers are unhappy about the decision made by the local authority, then the foster carers should seek resolution through their social worker or through the local authority complaints process.

Appendix F:

Early Years Service Local Provider Agreement 1 April 2024 For the delivery of the free entitlement for 9 months, 2, 3 & 4 year olds (1 April 2024 - 31 March 2025)

Must be signed by the parties that accept the above named Agreement

Signed on behalf of WEST BERKSHIRE DISTRICT COUNCIL

Name: **Rose Carberry** Position: **Interim Head of Education Services** Date: **01/04/24**

THE PROVIDER- I agree to be bound by the terms and conditions in the Early Years Service Local Provider Agreement as detailed above.

Provider Name:

Nominated Person:

EY Number or School DfE Number:

Address:

.....

Postcode:

Signed by (Nominated person):

Name: Date:

Status:

I confirm that we wish to be included in the West Berkshire Early Years & Childcare directory of providers offering: *Please tick as appropriate*

Free Entitlement for 3 & 4 year olds (universal entitlement) ☐

Free Entitlement for 3 & 4 year olds (working parent entitlement) ☐

Free Entitlement for disadvantaged 2 year olds ☐

Free Entitlement for working families of 2 year olds. ☐

Free Entitlement for working families of 9 month olds to 2 year olds ☐

A copy of this page signed and dated must be returned to the Local Authority for you to be entered on to our list of eligible providers. Failure to return this signed agreement will result in you being unable to offer free entitlement places and draw the subsequent funding as detailed in this agreement.

If you require this information in an alternative format or translation, please call 01635 551111 and ask for the Early Years Service

West Berkshire Council

Early Years Service

West Berkshire Council
Market Street,
Newbury
RG14 5LD

e-mail: earlyyearsservice@westberks.gov.uk
www.westberks.gov.uk

WBC/EY/AM/0324