



## **Providers Annual Agreement on the Regulations and Requirements of Early Education and Childcare for pre-school aged children in Reading**

**For All Ofsted registered Early Education and Childcare Providers April 2021 to March 2022**

This Providers Agreement sets out the requirements and expectations of the Department for Education and the Local Authority for childcare providers offering free early years education and care in Reading. It applies to the 15 hour entitlement for the most disadvantaged two-year olds, the 15 hour entitlement for parents of three and four year olds (the universal entitlement) and the 30 hours entitlement for working parents of three and four year olds (the extended entitlement).

Childcare Providers wishing to participate in any of the schemes above will be required to sign this agreement with Brighter Futures for Children (BFFC) who deliver early years services on behalf of Reading Borough Council. In doing so providers agree to make a commitment to work collaboratively with Brighter Futures for Children to provide Early Years Education and Care which is inclusive, of consistently high quality and strives to improve the outcomes for all children. In return Brighter Futures for Children makes a commitment to support Provider settings and staff under the Early Years Foundation Stage Framework.

Please return completed Providers Agreement to:  
[Early.years@brighterfuturesforchildren.org](mailto:Early.years@brighterfuturesforchildren.org)



## Provider Agreement

The respective roles and responsibilities of Brighter Futures for Children and the Childcare Provider are set out in this agreement. Acceptance of these conditions is mandatory for inclusion in the Early Years funding schemes.

Childcare Providers are asked to provide contact and bank details at the back of this document. Payments for Early Years Entitlements and 2-year-old funding will be scheduled on the dates provided in the Early Years payment calendar which is sent to Providers at the beginning of the financial year. Payments are subject to compliance with the terms and conditions set out in this agreement and will only be made as scheduled if paperwork submission deadlines are met and funds and resources are available from the funding provider. Payment deadline could be subject to change in unforeseeable circumstances such as system outages or staff disruption.

Non-compliance with the terms and conditions of this agreement can lead to withdrawal of funding and support from Brighter Futures for Children, which are laid out in appendix 1.

I have read and agree to abide by the terms and conditions set out in this Agreement:

Signature of the person deemed qualified by Ofsted to have **overall** responsibility.

The registered person has overall responsibility for the provision of childcare and is legally responsible for ensuring compliance with the National Standards, regulations and any conditions imposed by Ofsted. Registered persons do not have to work with children or be involved in the day-to-day organisation of the day care.

Print Name

Date:

Capacity within organisation,

E.g. Owner, Manager etc.

*The terms and conditions set out in this agreement are subject to change due to Government recommendations and initiatives. If we need to update anything in this document, you will be asked to sign an amendment form.*

## **Conditions for Inclusion**

### **Unless stated otherwise these conditions cover the Early Years Provision for eligible 2 years olds and 3 and 4 year old children claiming the Universal and Extended Entitlement.**

In claiming Free Early Years Education and Childcare, Providers agree to meet the following terms and conditions:

#### **EY 1.**

Aim to provide high quality early years education and childcare at premises within Reading Borough Council's area, and to work towards an Ofsted or equivalent outcome of Good or Outstanding. Providers offering 2 year old funding must be registered with Ofsted and be awaiting their first full inspection or be rated Good or Outstanding by Ofsted or equivalent to claim funding. Childminder with a Not Met Ofsted rating will be unable to access early years funding.

#### **EY 2.**

Comply with all regulations and requirements outlined in the Statutory Guidance for Local Authorities on Early Education and Childcare issued by the Department for Education or any subsequent updating guidance as may be published from time to time.

Statutory guidance can currently be found at:

<https://www.gov.uk/government/publications/early-education-and-childcare>

#### **EY 3.**

Offer eligible children the universal offer of up to 570 hours per year of flexible free Early Years Entitlement over no fewer than 38 weeks using the standard model of 15 hours a week, or a stretched delivery of fewer hours per week over a greater period; if unable to offer the full 570 hours, make clear to parents that the additional provision may be supplied at another Private, Voluntary or Independent provider.

#### **EY 4.**

Ensure that admissions information is clear and accessible to enable parents to make an informed decision on where to access their entitlement.

#### **EY 5.**

Offer Education and Childcare Free Early Years Entitlement in sessions of no more than 10 hours a day (there is no minimum session length).

#### **EY 6.**

Not offer Education and Childcare Free Early Years Entitlement sessions before 6am or after 8pm.

**EY 7.**

Not knowingly claim **universal** funding for any child who is on roll at a Nursery School or Class maintained by the Local Authority (the full 15 hours of universal funding is prioritised to maintained providers.)

**EY 8.**

Not claim for any 3 or 4 year old child who was not attending with the Provider during headcount week except in exceptional circumstances pre-approved in by the Early Years Funding Officer.

**EY 9.**

Complete, in the allocated time, the headcount return via the Provider's Portal. (Providers are notified of all deadlines on the EY schedule calendars issued at the beginning of the financial period.)

**EY 10.**

It is the Providers responsibility to ensure they submit claims for the correct number of hours and weeks relating to either the standard or stretched offering and take into account any split funding with another Provider.

**EY 11.**

Ask the parents of every child eligible to claim 2 year old funding, Universal Free Early Years Entitlement or the Extended Entitlement to complete a Brighter Future for Children issued Parental Agreement form. All terms and conditions of the funding should be confirmed with the parent when the child enrolls.

**EY 12.**

Have a robust and confidential process in place to verify the identity, address and date of birth of each child and parent when they enrol by sight of official documentation such as current utility bill, a passport or a birth certificate. Retain a confidential record regarding which documents have been seen for this purpose. Once validated, copies of the documentations do not need to be kept on file.

**EY 13.**

Actively encourage parents to provide relevant information on their Parent Agreement forms to enable eligibility for the Early Years Pupil Premium and Deprivation Supplement to be checked via the Department for Educations online Eligibility Checking System (ECS).

**EY 14.**

Ensure that if the setting closes for training, for whatever period, full consideration is given to offering the Free Early Year Entitlement at an alternative period as compensation. (There is no obligation to offer alternative provisions due to public holiday closure, temporary emergency closure (such as adverse weather or flood) or if the parents choose to take their children out of the setting for short term absences such as a holiday.)

**EY 15.**

Ensure that charges for consumables, meals or snacks, used or taken as part of the free entitlement are fully explained to parents. Providers are responsible for setting their own policy on options for parents who are unable or unwilling to pay, these should include options to waive, reduce costs or for parents to supply their own meals.

**EY 16.**

Ensure that charges for any additional services, hours or weeks offered over and above the Free Early Years Entitlement are clear and transparent to parents at the time of agreement for admission. Invoices or bills should reflect clearly the hours provided under the Free Early Years Entitlement and how any fees for additional services or hours have been calculated.

**EY 17.**

Indicate clearly to parents the dates and times during which the Free Early Years Entitlement is available. Ensure that published terms dates or funding periods make parents aware of when additional weeks or hours may be chargeable.

**EY 18.**

For a minimum period of three years, retain information relating to the Free Early Years Entitlement, and other relevant grants, including registers.

**EY 19.**

Not charge a reservation fee to parents/guardians of children wishing to take up just their Free Early Years Entitlement.

**EY 20.**

Providers can charge a refundable deposit in relation to the Free Early Years Entitlement but should have a policy in place to refund any deposits taken within a reasonable time frame.

**EY 21.**

Agree to co-operate with Brighter Futures for Children by allowing access to records and accounts for compliance checks, auditing and fraud prevention purposes.

**EY 22.**

Keep a daily register of children's attendance and ensure that non-attendance is investigated.

**EY 23.**

Interim payments are provided so that free entitlement places can be offered free at the point of delivery. Providers should ensure payments made in advance are used within the appropriate term.

**EY 24.**

Check the termly payment notifications issued on the Providers Portal and notify the Early Years Team of any discrepancies within 4 weeks of notification. Errors by either party may not be reconciled past this point.

**EY 25.**

Agree to repay on demand any payment of Free Early Years Entitlement which was paid to the Provider as a result of an administrative error on the part of either party.

**EY 26.**

Agree to bank unused Free Early Years Entitlement funding in the event of excessive interim payments or payments claimed in error and use it to fund children in the following term. An adjustment will be made, by Brighter Futures for Children, to a provider's payment in the following term which will show as a Carry Forward Amount (CFA).

**EY 27.**

Should any outstanding balance of Free Early Years Entitlement funding remain with the Provider at the end of the spring term BFFC may request that the outstanding amount be returned by the end of the financial year (March).

**EY 28.**

If a Provider is unable to fulfil its Early Years Entitlement commitments due to closure (permanently or for an extended time) during a period for which Early Years Entitlement Funding has been paid then BFFC will require the return of any Early Years Entitlement Funding for the period unfulfilled. Funding will need to be return to BFFC council by the end of the term in which the Provider has closed.

**EY 29.**

In the event of closure, removal or suspension of the free early year's entitlement to the Provider, any redundancy liabilities for staff employed by the Provider to deliver the free provision must be managed and paid for by the Provider and not through the early years funding.

**EY 30.**

Be able to demonstrate, when requested, how any deprivation supplement money provided as part of the National Funding Formula for 3 & 4 year olds, is used within the setting to support and improve the educational outcomes and life chances in respect of children for whom deprivation supplement is paid.

**EY 31.**

Ensure that any funding provided under the Disability Access Fund for 3 or 4 year old children, in receipt of Disability Living Allowance, is used appropriately.

**EY 32.**

Ensure that any funding provided under the Early Years Pupil Premium is promoted to parents and is used to improve outcomes for children for whom EYPP is paid.

**EY 33.**

Co-operate with Brighter Futures for Children in meeting its statutory responsibilities by completing all reasonably required paperwork, such as the annual Department for Education Census and termly headcount returns by the prescribed deadlines. Payments may be withheld or delayed for late submissions.

**EY 34.**

Agree to update, at least quarterly, the Provider's core & local offer information (which includes vacancy details) as required by the SEND Code of Practice 0-25 on the Family Information Service (FIS), Reading Services Guide.

**EY 35.**

Not promote views or theories as fact which are contrary to established scientific or historical evidence and explanations.

**EY 36.**

Ensure that all data is recorded and stored in compliance with the General Data Protection Regulations

**EY 37.**

In the event of a Provider having an Ofsted inspection, providers should be aware of the effects that a change in their published Ofsted rating has on their ability to draw funding as specified in Appendix 2 and 3.

## **Funding for 2 year olds**

**Please tick this box if you DO NOT wish to participate in or are not eligible to take part in the 2 year old funding scheme.**

**The following are additional conditions for those wanting to participate in the 2-yr-old funding**

**EY 38.**

Have high quality early years education and care at premises within Reading Borough Council's area, with an Ofsted or equivalent outcome of Good or Outstanding.

**EY 39.**

Ensure that all children offered a 2-year-old funded place meet the criteria specified by Brighter Futures for Children. An online application must be completed to ensure that no 2-year-old child begins attending before their eligibility has been confirmed via the Brighter Futures for Children Provider portal.



**EY 40.**

Where possible, offer a seamless transition between 2-year-old and 3 & 4 year old funding.

**EY 41.**

Eligible 2-year-old children may start after headcount day but will require their 2 year old funding application to be approved by Brighter Futures for Children before their start date. Providers will also be required to complete an adjustment headcount task.

## **Extended Early Years Entitlement – 30 Hour Funding**

**Please tick this box if you DO NOT wish to offer eligible children the EXTENDED (30 hours ) Early Years Entitlement.**

**The following are additional conditions for those wanting to offer the Extended Entitlement**

**EY 42.**

Do not offer an Extended Early Years Entitlement place to any child without verification of their parents' eligibility. Parents are required to apply for an access code via the HMRC Childcare Service website. The validity of this code will need to be checked by the Provider via the Brighter Futures for Children Providers Portal before any funding will be guaranteed.

**EY 43.**

Encourage parents to apply for the Extended Funding in the term before their child meets the criterion to ensure they can access their place at the start of the proposed funding period. Extended Entitlement will only be available the term/funding period following receipt of a valid code from HMRC Childcare Service.

Parents will need to have generated a valid code on or before the following dates to ensure they are entitled to get funding at the start of the following funding period.

Valid code created by 31<sup>st</sup> August for autumn term funding

Valid code created by 31<sup>st</sup> December for spring term funding

Valid code created by 31<sup>st</sup> March for summer term funding

**EY 44.**

Be aware that a child's eligibility to the 30 hours Extended Entitlement needs to be reconfirmed every 3 months by the parent via the HMRC Childcare Service. Anyone who becomes ineligible will enter into a grace period after which the funding will be withdrawn.

**EY 45.**

Children will not be funded if they are within their grace period before commencing an Extended Entitlement place.

**EY 46.**

If a parent ceases to be entitled to the Extended Entitlement and the grace period has ended, the parents should be informed that the child is still eligible for their universal entitlement of 15 hours per week.

**EY 47.**

Ensure that all Parents accessing an extended entitlement place are aware of which hours are to be withdrawn if they become ineligible.

**EY 48.**

Be aware that children cannot claim 30 hours Extended Entitlement once they've started a Reception class in a maintained school or academy.

**EY 49.**

Offer eligible Extended Entitlement children up to an additional 570 hours per year of flexible education and childcare. Weekly extended entitlement claims should not exceed 15 hours a week.

## **Registration, Monitoring and Policy**

In claiming Free Early Years Universal and Extended Entitlement and 2-year-old funding, childcare Providers agree to meet the following terms and conditions:

**RP 1.**

Inform Ofsted and Brighter Futures for Children of any significant changes as stated in the statutory guidance.

**RP 2.**

Identify a setting-based Special Educational Needs Coordinator and operate a Learning Difficulties and Disabilities policy as required by the Special Educational Needs Code of Practice.

**RP 3.**

Identify a designated safeguarding officer to support all staff in protecting the welfare of all children.

**RP 4.**

Have Public liability insurance in place as required by Ofsted registration.

## **The Early Years Foundation Stage (EYFS)**

In claiming Free Early Years Universal and Extended Entitlement and 2-year-old funding, childcare Providers agree to meet the following terms and conditions:

### **FS 1.**

Adhere to the 'Early Years Foundation Stage' and all its statutory requirements, and actively promote children's learning and development for all children accessing funding.

### **FS 2.**

Actively contribute to the Early Years Foundation Stage Profile and carry out ongoing observations and assessments to evidence children's progress.

### **FS 3.**

Upon request, annually submit data as part of the EYFS profile for each child reaching the end of the Foundation Stage.

### **FS 4.**

Engage in EYFS Profile moderation meetings/activities as reasonably required.

### **FS 5.**

Share individual and personalised information on each child with their parents/carers and the receiving school through an EYFS profile, Learning Journeys, individual reports on the educational attainments and progress of the child. All data should be shared confidentially and kept in compliance with current General Data Protection Regulations. School transition records should be shared with the receiving school by the 1<sup>st</sup> July before the term of enrolment.

**Failure to comply with the terms of this agreement may result in removal of support and withdrawal of funding. If this arises, the actions set out in Appendix 1, 2 and 3 at the end of this document will be implemented.**



## Details of Childcare Provider

Please give details of the Bank Account into which the Free Early Years Entitlement is to be paid:

Name of account:

Name of Bank:

Account Number:

Sort code:

Ofsted Registration Number:

### **Contact details**

Setting Name:

Category of setting:

e.g., Pre-School, Day Care, Independent School, Child-minder

Setting Address, including postcode:

Correspondence Address, if different from above:

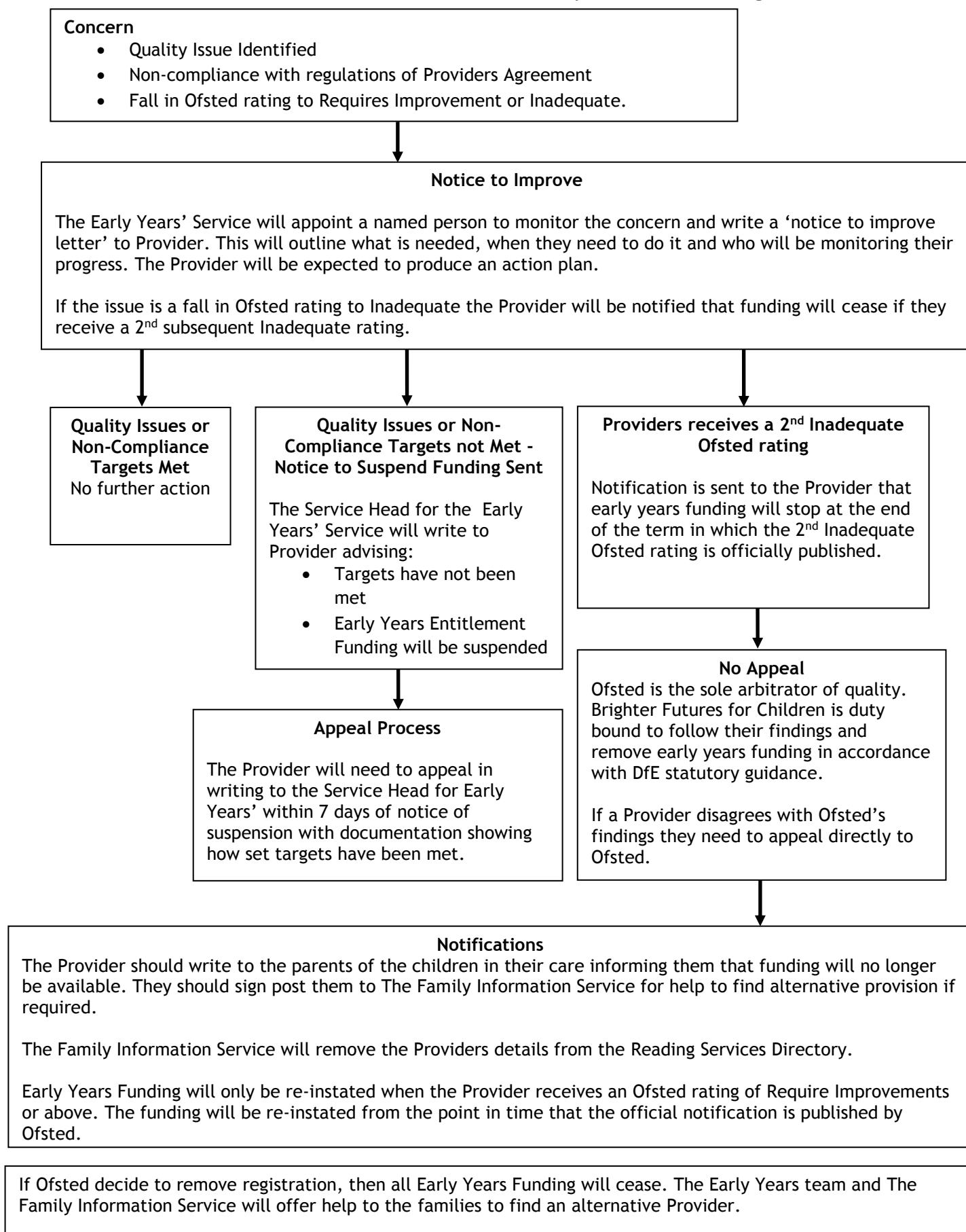
Contact telephone number:

Contact email address:

Manager/Supervisors Name:

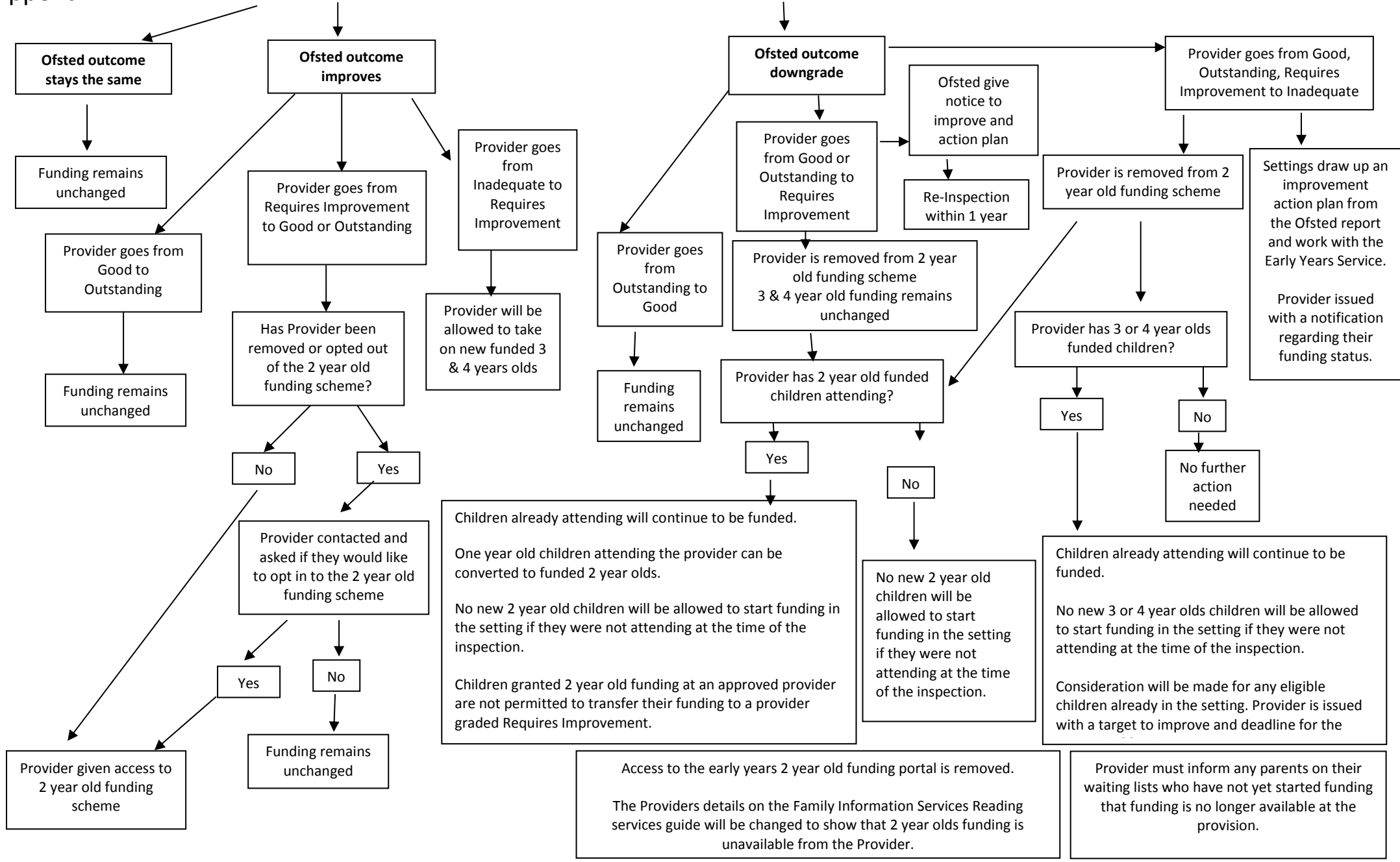
## Appendix 1:

### Process for Withdrawal from the Early Year Funding Scheme

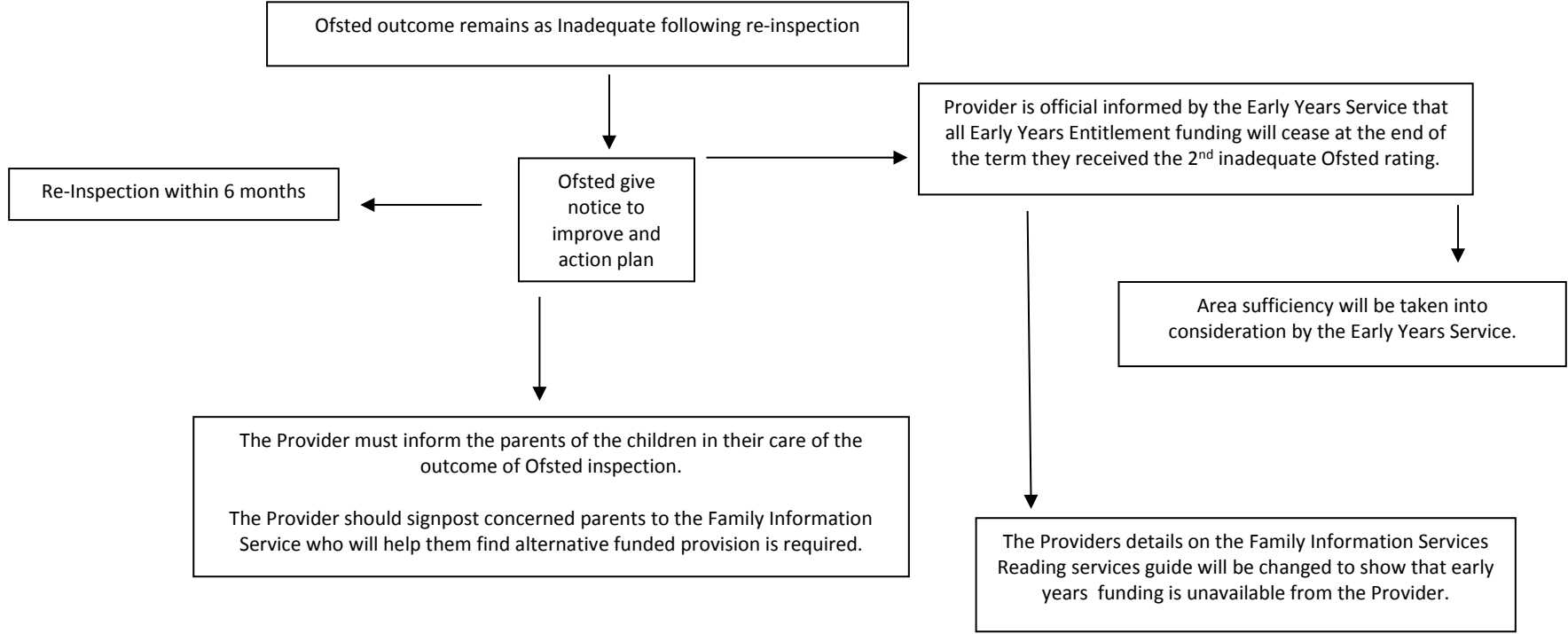


Appendix 2

Effect on 2, 3 & 4 year old funding if a provider has an Ofsted inspection



Effect on 2, 3 or 4 year old funding process if a provider is re-inspected after having an Ofsted outcome of Inadequate



If Ofsted decide to remove registration, then all Early Years Funding will cease or be reclaimed as appropriate. The Early Years team and The Family Information Service will offer help to the families to find an alternative Provider