



**BARNSLEY**

Metropolitan Borough Council

# **FUNDING AGREEMENT**

**For Early Years Provision Free of Charge  
and Free Childcare**

**From <sup>1st</sup> April 2025**

**Between**

**Barnsley Council**

**And**

**Early Education Providers**

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## OVERVIEW

This agreement is effective as of 1st April 2025 and is based on the Department for Education's 'Statutory Guidance for Local Authorities - Early Education and Childcare April 2025 ([updated 21 February 2025](#)).'

Providers must indicate their acceptance of these terms by checking the tick box at the end of the agreement. In doing so, and in consideration of the funded entitlement, Providers confirm that they shall offer the funded entitlement in accordance with this Provider Agreement as a legally binding commitment between the Provider and the Council without reservation or condition.

Prior to making any claim for early education funding, for children from the term following turning 9 months of age to qualifying for full time school, the responsible person (School Governor, Owner but not an employed manager), must read, understand and adhere to this agreement & subsequent documents i.e. 'Department for Education – Early Years Entitlements: Early Education and Childcare April 2025 ([updated 21 February 2025](#)).'

The provider is responsible for ensuring any claim is complete and accurate and that the person submitting the claim is/was at the time of completion an employee of the childcare provider with delegated authority to submit the claim.

## WHO IS THE AGREEMENT FOR?

This agreement is for:

- Local authorities
- 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.
- Childminder Agencies (who will also be required to sign up to Barnsley's 'Working Together' Protocol
- School Nurseries in maintained, Independent Schools and Academies taking children aged two and over, and which are exempt from registration with Ofsted as an early year's provider
- School Nurseries taking children under 2 which are separately registered on the Ofsted Early Years Register

The parental declaration at Annex A is for:

- Early years providers, as set out above

- Parents/Carers

## LEGAL FRAMEWORK AND STATUTORY GUIDANCE

The following frameworks and legislation underpin this agreement:

- [Early Education and Childcare, Statutory Guidance for Local Authorities 2025.](#)
- [Childcare Act 2006](#)
- [Childcare Act 2016](#)
- [Equality Act 2010](#)
- [School Admissions Code](#)
- [Early Years Foundation Stage Statutory Framework](#)
- [Local Authority, \(Duty to Secure Early Years Provision Free of Charge\) Regulations 2014](#)
- [The Childcare \(Early Years Provision Free of Charge for Working Parents\) Regulations 2022](#)
- [Special Educational Needs and Disability Code of Practice: 0 to 25 years 2015](#)
- [Data Protection Act 2018](#)
- [UK GDPR](#)
- [Working together to safeguard children 2023](#)
- [Keeping children safe in education 2024](#)

## KEY LOCAL AUTHORITY RESPONSIBILITY

Local authorities must secure a free place for every eligible child in their area.

The local authority should work in partnership with providers to agree on how to deliver places.

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.

Barnsley Council's Local Offer sits within the Barnsley Virtual Family Hub web site. The Local Offer sets out the support provided by Barnsley Council to meet the needs of children with special educational needs and or/disabilities (SEND) and the expectation of providers. In summary, this includes:

- The parameters of Early Year's Inclusion Grant
- The Disability Access Fund
- The support from Barnsley Council's Inclusion Team
- The expectation that every provider offering funded early education has a Local Offer record - that is updated at least termly. Its purpose is to inform parents of the training undertaken by staff within the setting and how the setting will meet the needs of children with disabilities and complex health needs.

The local authority must contribute to the safeguarding and promote the welfare of children and young people in their area.

## KEY PROVIDER RESPONSIBILITIES

The provider must comply with all relevant legislation and insurance requirements. The current levels of cover required are £5 Million Public Liability; £10 Million Employers Liability; Childminding Agencies should also put in place £5 Million Professional Indemnity.

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.

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.

The provider must have arrangements in place to support children with special educational needs and/or disabilities (SEND). These arrangements should include a clear graduated approach to identifying and responding to SEND at the earliest opportunity. Providers can apply for the SEN Inclusion Fund, Disability Access Fund and Early Years Pupil Premium (EYPP) if extra support is required and children are eligible. Providers should ensure that information about effective support is accessible and available, whilst making information available about their SEND offer to parents.

The provider is responsible for ensuring any claim is complete and accurate and that the person submitting the claim is/was at the time of completion an employee of the childcare provider with delegated authority to submit the claim.

## SAFEGUARDING

All providers must implement the relevant Early Years Foundation Stage Statutory Framework (EYFS) the paragraphs below are limited to key points from the safeguarding sections of the EYFS for Childminders and the EYFS for Group and School Based providers.

In group and school-based settings, a practitioner must be designated to take lead responsibility for safeguarding children. The lead practitioner is responsible for liaison with local statutory children's services agencies, and with the LSP (Local Safeguarding Partners). Childminders working alone or with assistants must take lead responsibility for safeguarding children in their setting. Childminders must know how to contact the local statutory children's services and the LSPs (local safeguarding partners).

All practitioners must be alert to any issues of concern in the child's life at home or elsewhere.

Providers must have and implement policies and procedures to keep children safe and meet EYFS requirements. Schools are not required to have separate policies to cover EYFS requirements provided the requirements are already met through an existing policy. Where providers are required to have policies and procedures as specified below, these policies and procedures should be recorded in writing

Policies and procedures should be in line with the guidance and procedures of the Barnsley Safeguarding Partnership. Safeguarding policies must include

- The action to be taken when there are safeguarding concerns about a child
- The action to be taken in the event of an allegation being made against a member of staff.
- How mobile phones, cameras and other electronic devices with imaging and sharing capabilities are used in the setting.

Providers may find it helpful to read 'Safeguarding children and protecting professionals in early years settings: online safety considerations'.

If providers have concerns about children's safety or welfare, they must immediately notify their local authority children's social care team, in line with local reporting procedures, and, in emergencies, the police.

Providers must also take into account the government's statutory guidance 'Working Together to Safeguard Children' and 'Prevent duty guidance for England and Wales'. All schools are required to have regard to the government's statutory guidance 'Keeping Children Safe in Education', and other childcare providers may also find it helpful to read this guidance.

Providers must train all staff to understand their safeguarding policy and procedures and ensure that all staff have up to date knowledge of safeguarding issues. Training made available by the provider must enable staff to identify signs of possible abuse and neglect at the earliest opportunity, and to respond in a timely and appropriate way

EYFS states that providers must take advice from the LSP on appropriate safeguarding training. This guidance currently states that Early Years Safeguarding Designated Lead training should be undertaken by all DSL's with the half day refresher training completed every 2 years after the initial full day training is completed. The course should be approved by the Barnsley Safeguarding Children's Partnership, currently the approved courses are delivered by the Early Years Team. In addition, there are other forums, news bulletins, website information and safeguarding events to support DSL's to access updated information on an annual basis.

Barnsley Council's Early Start and Family Service has developed a Safeguarding Audit for early years providers, which is based on the S11 Safeguarding Audit completed by schools that providers must complete and return in a timely manner if they wish to claim early education funding.

Please ensure you meet all the safeguarding requirements [Early years foundation stage \(EYFS\) statutory framework - GOV.UK](#)

## DATA PROTECTION

As a person or organisation holding personal data, your setting must be listed on the Public Register of Data Controllers held by the Information Commissioner's Office. For more details call the Information Commissioners Office on 0303 123 1113 (local rate) or 01625 545 745 if you prefer to use a national rate number or visit the **Information Commissioner's Office website**.

You must securely store and keep all BMBC Declaration Forms, Change of Hours Forms, Data Correction Forms and Registers for a minimum of seven years in case of an audit. If not kept on site, records must be stored locally. You do not need to keep copies of birth certificates or passports.

Further information and expectations can be found in Annex C

## GENERAL TERMS

No person who is not a Party to this Provider Agreement shall have any right to enforce any term of this Provider Agreement, which expressly or by implication, confers a benefit on him without the prior consent in writing of both Parties. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contract (Rights of Third Parties) Act 1999.

The Provider acknowledges that the Council is subject to the requirements under the Freedom of Information Act 2000 (the "Act") and the Environment Information Regulations 2004 (the "Regulations") and shall cooperate with the Council (at the Provider's expense) to enable the Council to comply with these information disclosure requirements

The Courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Provider Agreement.

No failure or delay by either party to exercise and right or remedy under this Agreement shall be construed as a waiver of any right or remedy.

This Agreement constitutes the understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties.

Each of the parties warrants to one another that they each have full power and authority to enter into this Agreement and carry out their obligations.

The Council may vary or amend this Agreement from time to time such as when the Department for Education update their Statutory Guidance. Providers will be advised by the Council on any relevant information or updates applicable to this Agreement.

## ELIGIBILITY

The provider should check original copies of documentation to confirm a child has reached the relevant 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.

The provider should offer disadvantaged 2-year-olds care on the understanding that the child remains eligible until they become eligible for the universal entitlement for 3–4-year-olds.

The local authority must ensure that a child has a free place no later than the beginning of the term following the child and the parent meeting the eligibility criteria for the free entitlement.

## CHILDMINDERS AND RELATED CHILDREN

In October 2022, the Early Years Funding Group agreed that from January 2023 the Authority will fund related children other than Son (or stepson), daughter (or stepdaughter) and Grandchildren (or step grandchildren). The childminder **MUST** be caring for other (non-related) children at the time and all children **MUST** be given education and care.

## FOR CHILDREN AGED 2 YEARS RECEIVING ADDITIONAL FORMS OF SUPPORT ENTITLEMENTS

A child will be entitled to the free hours from the term after both of the following conditions are satisfied:

- The child has attained the age of 2
- The child or parent meets the eligibility criteria.

### Provision of Places

The Local Authority are required by legislation to:  
Secure free places offering 570 hours a year, over no fewer than 38 weeks of the year and up to 52 weeks of the year for every eligible child in their area from the relevant date, as set out in paragraph below.



The relevant dates (in relation to the age criterion) are:

- Children born in the period 1 January to 31 March: the start of term beginning on or following 1 April after the child's second birthday.
- Children born in the period 1 April to 31 August: the start of term beginning on or following 1 September after the child's second birthday.
- Children born in the period 1 September to 31 December: the start of term beginning on or following 1 January after the child's second birthday.

The Local Authority must ensure that the child has a place no later than the beginning of the term following the child or parent meeting the eligibility criteria.

The Local authority must ensure that 2-year-olds, who have met the eligibility criteria and taken up their free place at a provider, can continue to receive a free place until the point when the child becomes eligible for the universal entitlement for 3-year-olds even if the child or parent ceases to meet the eligibility criteria during this time.

The Local authority should secure a pro-rated number of free hours for children who first take up their place part-way through the year. The total number of hours should be adjusted to reflect the portion of the year remaining from the relevant date after the child is first eligible (i.e. from 1 April, 1 September or 1 January).

### **ALL 3- AND 4-YEAR-OLDS (UNIVERSAL ENTITLEMENT)**

Secure free places offering 570 hours a year over no fewer than 38 weeks of the year and up to 52 weeks of the year, for every eligible child in their area from the relevant date, as set out in paragraph below until the child reaches compulsory school age (the beginning of the term following their fifth birthday).

The relevant dates are as follows:

- Children born in the period 1 January to 31 March: the start of term beginning on or following 1 April after the child's third birthday.
- Children born in the period 1 April to 31 August: the start of term beginning on or following 1 September after the child's third birthday.
- Children born in the period 1 September to 31 December: the start of term beginning on or following 1 January after the child's third birthday.

The local authority should secure a pro-rated number of free hours for children who first take up their place part-way through the year. The total number of hours should be adjusted to reflect the portion of the year remaining from the relevant date after the child is first eligible (this will be from 1 April, 1 September or 1 January).

The Local authority should ensure that all 3- and 4-year-old children moving to England from another country can access their free place on the same basis as any other 3- and 4-year-old child in the local authority area.

## WORKING PARENT ENTITLEMENT

A child is eligible for the entitlement for eligible working parents provided the eligibility criteria set out in the legal annex are met. The child will need to attain the relevant age 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, the term after both of the following conditions are satisfied:

- Once the child has attained the relevant age
- Once the child's parent has a current positive determination of eligibility from HMRC such as a valid eligibility code.

Effective date	Relevant age	Free hours per annum	Examples of when a child can take up their free place
Since 1 September 2024	9 months old and above	570 hours	The term after the child turns 9 months old: - 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	The term after the child turns 9 months old: - 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

Children in foster care who have attained the relevant age are also eligible for the working parent entitlements, provided the foster parent is in paid work outside their fostering role, does not expect their adjusted net income to exceed £100,000, and the responsible local authority confirms it is satisfied that the foster parent engaging in paid work other than as a foster parent is consistent with the child's care plan. The foster parent does not have to meet

the minimum income requirement. The Fostering social worker will contact the Early Years Entitlements Team with an application for the working family entitlement and this will be processed by the LA and then the code will circulate to Foster Parent/s to then give to their prospective childcare provider.

The eligibility criteria for the free hours are set out in the legal annex. Where parents meet the eligibility criteria for both the disadvantaged 2-year-old entitlement and the working parent entitlement, local authorities have a duty to account for any hours available under the disadvantaged entitlement when determining how many hours a parent should be funded for under the working parent entitlement. This means that local authorities must fund the first 15 hours under the disadvantaged entitlement before they fund any working parent hours. Until September 2025, children eligible for both entitlements will only be able to access 15 hours under the disadvantaged entitlement. From September 2025 they will be able to access 15 hours under the disadvantaged entitlement plus 15 hours under the working parent entitlement.

The Local Authority should ensure that parents and providers are aware that the child's parent must apply for the working parent entitlements through the Government's online Childcare Service. Eligibility for the working parent entitlements is determined by HMRC through this online application. The only exception to this is children in foster care.

The Local Authority should ensure that the parent is aware that there is a review, and appeals process available to them if they disagree with the eligibility outcome as determined by HMRC. The review and appeals process are managed by HMRC. Foster parents who are unhappy about decisions made by the local authority should seek resolution through their social worker or through the local authority complaints process.

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.

Once a provider has received written consent from the parent, they should verify the eligibility code with the local authority (via the provider portal).

The local authority (via the Portal) will confirm the validity of eligibility codes to allow providers to offer free places for eligible children aged 9 months and above.

## THE GRACE PERIOD

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.

Local Authorities 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 (via the Information on the Actuals tab). It is the provider's responsibility to check this regularly and inform parents of when their entitlement will cease.

Children should not start a new working parent entitlement place at a provider during the grace period. This includes:

- Where a parent falls into their grace period before the child has started a place
- Where a parent falls into their grace period whilst their child is in a place, and the parent seeks to move the child to a different provider.

In some exceptional circumstances, which are outside of a parent's control, parents may need to move providers during the grace period. In such situations, the local authority should use their discretion to allow the child to continue their working parent entitlement place in a new setting. Circumstances may include:

- If the provider closes or receives an Ofsted inspection judgement of inadequate and the local authority withdraws funding - for state funded schools inspected after 2 September 2024 this means an Ofsted inspection judgement of requiring significant improvement or special measures
- The parent(s) moves home as a result of domestic abuse or another emergency situation.

A parent can take up a working parent entitlement place in their grace period if their eligibility code is valid on the termly deadline (31 August, 31 December or 31 March), even if they fall out of eligibility in the period after the termly deadline but before a provider's term start date. For example, if a parent's code was valid on 31 March and the provider's term starts on 11 April, and the parent falls out of eligibility on the 4 April, the parent is still eligible to access the working parent place.

If a child ceases to be a foster child and the parent has been granted a special guardianship order or has adopted the child, the same guidance relating to the grace period applies.

Local authorities should ensure that parents are aware that if they cease to meet the eligibility criteria and the grace period has expired, children aged 3 and 4 can continue to take up the 15-hour universal entitlement, provided they have not exceeded the number of hours. If the parent has been taking up the free hours at more than one provider, the local authority should continue to fund 15 hours at the provider of the parent's choice. Local authorities should make parents aware of the disadvantaged 2-year-old entitlement and encourage them to check their eligibility for this entitlement. Falling out of eligibility for the

working parent entitlement will not necessarily make a 2-year-old child eligible for the disadvantaged entitlement. Any child who has not previously been recorded as using the 15-hour disadvantaged 2-year-old entitlement, must be eligibility checked before they can receive funding for a place.

Before the September 2025 expansion – The local authority should honour the grace periods of children who were eligible for both entitlements at age 2 who have reached the term following their third birthday. The local authority needs to be sure the parent was eligible for the working parent entitlement in the previous term. If the parent had a valid working parent entitlement code the previous term but was recorded as using the 15-hour entitlement for disadvantaged 2-year-olds, the grace period should be honoured as if they had been recorded as a working parent, provided the child is continuing in a place at the same provider. Children cannot start at a new provider whilst in a grace period. The local authority should advise these parents they are in their grace period, and they need to reconfirm for the working parent entitlement before the grace period expires, otherwise they will only be eligible for the universal 15 hours for 3- and 4-year-olds. If the parent has not previously had a working parent code or has used more than one term of provision and has not been reconfirming, the child will move to using the universal 15 hours entitlement for 3- and 4-year-olds only, until the term after they obtain confirmation of their eligibility for the working parent entitlement from HMRC.

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 2025.

Barnsley Council will honour the Grace Period end dates set out in Table A below in the case of the grace period ending 31 March, Barnsley Council will extend this date to be the last funded day of the Spring term (should this be after the 31 March due to Easter dates)

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.

The local authority will consider extending the grace period set out for a short time in very exceptional circumstances if the parent has been forced to leave their home and paid employment, for example, where the parent is a victim of domestic abuse or in other emergency situations.

Thereafter, the local authority should complete audit checks to review the validity of eligibility codes for children who qualify for the working parent entitlement at 6 fixed points in the year, both at half-term and at the end of term across the year (in line with the dates as listed at table A below). It is the local authority's responsibility to notify a provider where a parent has fallen out of eligibility and inform them of the grace period end date (via the information on the Actuals tab on the Portal).

**Table A: Audit and Grace Period Dates**

<b>Date Parent receives ineligible decision on reconfirmation:</b>	<b>LA audit date:</b>	<b>Grace Period end date:</b>
1 Jan - 10 Feb	11 Feb	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

## FLEXIBILITY

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](#).

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 must do this by returning the termly Childcare Sufficiency Assessment to Early Start and Families Service. This must include details on the number of places offered, together with information on flexible or stretched provision. If a parent is accessing a stretched offer; this should be indicated on the claim – please seek guidance from Early Start and Families Service. 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.

Where a child is receiving their free entitlement at multiple providers (maximum of 2 sites in a day), each provider should hold a completed Parental Declaration Form that clearly indicates the number of hours accessed at each provider. Each individual provider must make their own separate claim.

## PARTNERSHIP WORKING

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

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.

The provider should work in partnership with parents, carers and other providers. to improve provision and outcomes for children in their setting. An [interactive toolkit](#) has been developed to help providers set up or join a partnership, maximise the benefits of working together and tackle the challenges joint working can bring.

The 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

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 them local area as per the [Special Educational Needs and Disability code of practice. 0 to 25 years](#).

The provider must ensure owners, and all staff members are aware of their duties in relation to the SEND Code of Practice 2014 and the Equality Act 2010.

The provider's SENCO should be able to prove that they have undertaken sufficient training to carry out their role. Any SENCO training prior to September 2014 is significantly out of date and is not acceptable. Barnsley Council offers a two-day SENCO course for those new to Barnsley or new to their role as setting SENCO. Barnsley Council also offers a SENCO course for childminders. These are the recommended courses, as they are 'full and relevant' for SENCOs to carry out their roles effectively.

The local authority must be clear and transparent about the support on offer in them area, through their Local Offer. Parents and providers must be able to access that support.

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

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 places and working with parents to give each child support to fulfil their potential.

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.

From April 2024, there may be some circumstances where households meet the eligibility criteria for both the disadvantaged 2-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 the 3–4-year-olds or 30 hours free childcare for 3–4-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 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

[The Early Years Foundation Stage \(EYFS\) statutory framework](#) is mandatory for all schools that provide early years provision and early years providers registered with Ofsted or with an Ofsted-registered Childminder Agency in England. The EYFS sets the standards that all early year's providers must meet to ensure that children learn and develop well and are kept healthy and safe.

Ofsted are the sole arbiter of quality for all childcare 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.

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.

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.

If an early year setting (excluding maintained schools), receives an Ofsted. Judgement that results in the provider no longer being able to offer EEF for a particular age group, then the local authority will consider A3.13 of the DfE Early education and childcare - Statutory guidance for local authorities. A panel of at least three officers will meet to discuss the actions set out in the Ofsted report/action plan. The panel will undertake a sufficiency assessment as set out in A3.10 of the statutory guidance. The provider will be notified in writing of the outcome and support available.

Occasionally, situations may arise that give cause for concern. If the Local Authority has concerns that they feel warrants attention, a meeting will be held with representatives from Early Start and Families Service and the Funding Team. As these situations fall outside of an Ofsted judgment, the support is subject to a voluntary agreement and reciprocal participation to improve outcomes for children. An action plan will be drawn up and additional support will form part of the offer.

## **BUSINESS PLANNING**

The local authority must receive the following documentation from providers to support payment and delivery of free entitlements:

- Portal submissions in line with deadlines issued as part of payment schedules and timetables.
- Early Years Census returns for the DfE – typically in January each year (submitted via the Provider Portal).
- Regular updates for approval of the provider record on the Virtual Family Hub Directory (VFH), including an update of the providers 'Local Offer' for supporting children with SEND.
- In the case of Childminder Agencies, the Agency will be responsible for updating and approving the VFH record not the individual childminder.

- Audit information to inform the Childcare Sufficiency Assessment, which may include, but not exclusively, qualifications of practitioners, occupancy levels, number of places by age group, ethnicity and SEND information for children on roll.
- Barnsley Council's Early Start and Family Service Safeguarding Audit which for early years settings replace the S11 Safeguarding audit which providers must complete if they wish to claim EEF.
- Timely notification of any changes to setting name, Ofsted registration number (where applicable), company registration details, change of email address, bank account prior to next payment.

In addition, Barnsley Council expects the setting to hold the following information on site to be available for Council Officers to view for audit purposes.

- Confirmation/evidence that the owner, or governor is fully aware and understands the Funding Agreement, the  
DfE Early Years entitlements: operational guidance and the DfE Statutory Guidance for Local Authorities.
- A list of current voluntary management committee members and or Directors' contact details
- A copy of the current insurance document.
- Copy of the provider's SENCO training certificate
- Copy of the provider's Designated Safeguarding Lead training certificate delivered by Early Start and Family Service (one full day course followed by a half day refresher every two years).
- Evidence of the Barnsley Virtual Family Hub Directory and subsequent local Offer being updated by the provider within the last academic year to include Itemised Invoices by providers by January 2026.

The local authority should not charge providers disproportionate penalties for providing late or incomplete information leading to additional administration in the processing of free entitlements. Any charges should be reasonable and proportionate to the inconvenience or costs incurred to the local authority as a result of the lateness, and local authorities will ensure charges are clearly communicated to providers.

The local authority should not carry out audit regimes which are disproportionate or are unnecessarily burdensome to providers.

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.

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.

## CHARGING

Government funding is intended to cover the cost to deliver 15 or 30 hours a week of free, high quality, flexible childcare. There must not be any mandatory charges for parents in relation to the free hours. Government funding is not intended to cover the costs of meals, other consumables, additional hours or additional services.

Local authorities should ensure that providers are aware that they can charge parents for the following extras in connection with the free hours, but these charges must be voluntary for the parent:

- Consumables to be used by the child, such as nappies or sun cream.
- Meals and snacks consumed by the child.
- Extra optional activities such as events, celebrations, specialist tuition (for example music classes or foreign languages) or other activities that are not directly related or necessary for the effective delivery of the Early Years Foundation Stage (EYFS) statutory framework.

Providers can also charge parents for any additional, private paid hours according to their usual terms and conditions provided taking up private paid hours is not a condition of accessing a free place.

The providers and parents should be aware that the Early Years Pupil Premium (EYPP) provides additional funding to providers to support eligible children in early years settings and that the Disability Access Funding (DAF) supports eligible, disabled children's access to the entitlements. Subject to Parliament passing the relevant regulations, eligibility for EYPP and for DAF is extended to all children accessing the free entitlements from April 2024.

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.

The local authority should not intervene where parents choose to purchase additional hours of provision or additional services, providing that this is not a condition of accessing the free entitlement.

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 is convenient for parents' working hours.

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. However, local authorities and providers should make clear to parents any circumstances in which the provider would not be obliged to refund the deposit, for example if a parent fails to take up their place without sufficient notice.

The provider cannot charge parents "top-up" fees (any difference between a provider's normal charge to parents and the funding they receive from the local authority to deliver free places) or require parents to pay a registration fee as a condition of taking up their child's free place.

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 any fees paid for additional hours over and above the funded childcare and any 'consumables'. The provider will also ensure that receipts contain their full details so that they can be identified as coming from a specific provider.

- The free entitlement hours
- Additional private paid hours
- Food charges
- Non-food consumables charges
- Activities charges

Local authorities should ensure these itemised invoices are in place by January 2026. This is to allow parents to see that they have received their child's free entitlement hours completely free of charge and understand that any fees paid are for additional hours or optional services. Invoices and receipts should include the provider's full details so that they can be identified as coming from a specific provider.

Parents must be able to opt out of paying for chargeable extras and the associated consumable or activity for their child. For activities and extra services, providers should be made aware that participation in any optional extra activity should be on the basis of parental choice and a willingness to meet the charges. In these circumstances, local authorities should ensure that children who do not participate in optional activities continue to receive provision that complies with the EYFS.

In all cases, these chargeable extras must not be a condition of taking up a free place. All parents, including disadvantaged families, must have fair access to a free place. A local authority should intervene if a provider seeks to make additional hours, optional services or optional consumables a mandatory condition of taking up a free place.

Providers should deliver the free entitlements consistently, so that all children within a setting accessing any of the free entitlements receive the same quality and access to provision,

regardless of whether they choose to pay for voluntary hours, voluntary extra services, meals or consumables.

The local authority must take all steps available to ensure that the free entitlements are available free of charge and therefore that providers do not charge parents for the following in connection with the entitlement hours:

- Top-up fees (any difference between a provider's normal charge to parents and the funding they receive from the local authority to deliver free places)
- the supply of or use of any materials, including, but not limited to, craft materials, crayons, paper, books, instruments, toys, or other equipment or learning resources that are necessary for the effective delivery of childcare.
- business running costs, including, but not limited to, rent, staff wages, cleaning materials, insurance, or utility bills such as energy, gas or water.
- registration fees as a condition of taking up a child's free entitlement place.
- non-refundable deposits as a condition of taking up a child's entitlement place.
- general charges, including but not limited to, non-itemised enrichment charges, sustainability charges, business continuity charges, additional charges, enhanced ratios, hourly rates, or any other supplementary charges on top of the free hours.
- any additional fees that are not specifically identified and itemised as being for chargeable extras as described in A1.33.

The local authority should ensure providers adhere to the following terms, regardless of whether they charge any chargeable extras.

The local authority should ensure that providers work with parents so that parents understand which hours or sessions can be taken as free provision. Not all providers will be able to offer fully flexible places, but providers should work with parents to ensure that as far as possible the pattern of the entitlement hours are convenient for parents' working hours. Local authorities should ensure that children are able to take up their free hours in continuous blocks if they wish to, and there should be no artificial breaks in the entitlement hours. For example, a provider should not offer 10am to midday and 1pm to 3pm as entitlement hours and offer only private paid hours in between.

## FUNDING

As a result of consultation undertaken in May 2025, Barnsley Council will continue to fund Under 2 year old's to 3–4-year-old claims on an 80% up front (based on numbers submitted through the 'estimate' task prior to the term starting). An 'actual' task headcount will be taken in the first half term, which will result in a balancing payment being made for any additional children and any deficits will be deducted from the first payment in the following term. An 'adjustment' task will then be opened in the second half term to allow for any amendments since the closure of the actual task to be submitted. A payment will be made for any new

children and any deficits as a result of children leaving will be carried forward and deducted from the first payment in the following term.

It is not possible to pay any funding to the new provider if the start date for funding falls after the adjustment task has closed. Funding would then start from the following term.

Process notes will be displayed on the Portal and settings will be notified if there are any changes for all ages.

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.

## NOTICE PERIODS

The Local Authority will enact a new 4 Weeks' Notice Period process to begin from the Summer 2025 agreed by the Early Years Funding Group 10<sup>th</sup> December 2024.

Where a child is leaving the Provider mid-term, Funding will be paid up to the end of the providers official notice period (up to a maximum of 4 weeks and 15 hours (or 30 hours for eligible children) per week or end of term and 15 hours (or 30 hours for eligible children) per week whichever is shorter), after which funding will not be paid. The notice period will not be carried over to the next term. Where a child reserves a place but does not take it up, no funding will be paid. The maximum notice period a Provider can set for free early education places is four weeks.

When a child is starting mid-term, the receiving Provider must check if the child has attended another Provider previously and if so, contact that Provider to ensure no double funding occurs.

If a child is leaving the setting mid-term the Provider they are leaving should, where the information is available, make the receiving Provider aware of the date that the parent will be able to claim (i.e. when their notice period has ended).

Both Providers should add details in the 'notes' box at child level on the online portal when submitting an Adjustment claim.

If a child starts with the Provider during a notice period, funding will not be paid until the Notice Period at the previous Provider has ended.

If the Provider does not have an official notice period, Funding will only be paid up to the date the child leaves.

**All providers MUST be clear on notice periods and make parents aware of them before children start to access a funded place.**

Parents should sign a contract with the provider which includes details of the notice period.

In the event of any disputes around payment of funding the Authority will request a copy of the contract

If provider has a funded child leave with no notice or short notice please email [EarlyYearsEntitlements@barnsley.gov.uk](mailto:EarlyYearsEntitlements@barnsley.gov.uk) provide the child's name, DOB and the date the notice period should end.

When a parent makes an initial enquiry or visits a setting, we would expect you to:

- Ask the parent if child is or has been attending another setting within the last month for funded hours. If yes (they have attended elsewhere), ask them for the following information (in writing if possible and signed by parent):
- Child's name and DOB
- previous setting name(s)
- Date notice given (and notice period if known)
- Proposed start date at new provider

Email [EarlyYearsEntitlements@barnsley.gov.uk](mailto:EarlyYearsEntitlements@barnsley.gov.uk) with the information set out above.

The School Access Team before placing children in school nurseries will contact previous setting (if no information received) to check if they are aware child is leaving and have been given relevant notice.

If yes, full notice has been given and will have been served before proposed start date funding will be paid to new provider from first day of attendance (unless this date is after the final adjustment date when no further adjustments will be made)

## COMPLIANCE AND AUDITING

The local authority can carry out checks and/or audits on providers to ensure compliance with the requirements of delivering the free entitlements.

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.

Internal Audit may undertake checks on a sample basis of Providers, to ensure that:

- Parents are receiving their child's entitlement completely free at the point of delivery.
- Funding is paid in accordance with the statutory guidance from the DfE and the conditions set out in this document.
- Funding is being used appropriately, covering the provision of care for children in attendance at the setting.
- In some circumstances, Internal Audit will undertake unannounced visits.

During an audit visit, the most recent completed term will be checked initially with potential further assessment on other terms. Providers should ensure that the following documents are available for the period of the audit or can be provided within 24 hours of the initial

request being made:

- Attendance register (for funded children)
- Parental contracts
- Copies of issued parental invoices
- Annual accounts, income and expenditure statements and supporting
- documentation to show how funding is reconciled against the cost of providing the free entitlement.
- Evidence of the use of the Early Years Pupil Premium.
- Evidence of the use of the Disability Access Funding.

The Audit may take up to a day depending on the size of the Provider and number of eligible children within the setting. It may be necessary for officers from Internal Audit to make a return visit to complete all checks.

Following an Audit, if it is found that false or incorrect information has been supplied to the Authority, funding will be reclaimed, and the Provider may be removed from the Authority's Register of Providers.

## REGISTER AUDITS

A programme of audits will be identified and when a provider is selected a member of staff from Early Years Entitlements Funding Team will visit settings announced 14 working days prior, to check the register of funded children for which they must be granted access by the Provider. The Early Years Entitlements Funding Team members will only perform unannounced visits in exceptional circumstances.

Registers must always be kept on site and available for inspection.

Irregular Attendance - when a child is contracted for a number of sessions but consistently does not attend these sessions, it is essential that Providers clarify the situation with parents/carers as soon as possible to ensure the safeguarding of children.

In this situation the Provider is advised to encourage the parent/carer to improve the child's attendance to match their original claim. If the parent feels that the contracted number of sessions is too much for their child they should confirm in writing to the Provider that they wish to reduce the number of sessions taken. The claim by the Provider for the following term should reflect the reduced number of sessions. Copies of all correspondence should be retained.

Children with a disability or complex health need may have a phased induction, but this should be reasonable and is dependent on the individual child's need. If the induction period is longer than one month, due to circumstances beyond their control such as medication,



training delay or other care plan needs, the Provider should notify Early Start and Families Service as this could impact on their claim of funding.

## DEBT AND OVERPAYMENTS

Please note that any debt/overpayment on the EEF entitlement to the Local Authority will be recovered in accordance with the Council's financial regulations. Any overpayments made will be subject to a deduction of the full amount from the Provider's subsequent claim the following payment period, even if this falls in a new financial year. If it is unlikely that the provider will make a claim soon (e.g. a childminder) then they will be invoiced for any overpayment.

## TERMINATION AND WITHDRAWAL OF FUNDING

This section is applicable to all early years' providers except maintained schools.

Suspension of registration by Ofsted due to a breach of statutory requirements or safeguarding issues, will result in the termination of the arrangement and withdrawal of funding.

The provider will be informed of the withdrawal of funding or the termination of the agreement in accordance with the provisions of the provider agreement.

Where a provider's registration has been suspended by Ofsted, their portal account will be suspended with immediate effect and no further claims can be made from this point. Following the suspension being lifted, the provider will be invoiced for any funding payments already received, which covered this suspension period.

The local authority is not required to fund places with providers who do not meet the quality standards set out in the statutory guidance

Following the local authority receiving notification from Ofsted of a published 'inadequate', 'requires improvement', 'not met' or 'not effective' Ofsted judgement, the local authority cause of concern process will be followed. If the provider is willing to meet with local authority officers an action plan will be put in place to support the improvements required.

## CAUSE FOR CONCERN

Once the local authority has been made aware of an Ofsted judgement of less than good a Cause for Concern meeting will be held to review whether the provider should be allowed to continue to provide funded places in accordance with the funding agreement.

A "Review of Early Education Funding" letter will be sent on notification of the Ofsted judgement to highlight the support available, to notify that the local authority will be reviewing the outcome and to present timescales to the provider.

Once a decision has been made at the Cause for Concern meeting an additional letter will be circulated to the provider to make them aware of the outcome.

Providers that joined the register may have their funding terminated, if it is found that they re-registered their setting with Ofsted to avoid making the quality improvements identified by Ofsted. Recent information published by Ofsted, including their recent history may be considered.

Following the receipt of a 'requires improvement' Ofsted judgement, the local authority will only fund places for 2-year-old children eligible for the assessment-based funding (6-digit code issued by the local authority) where there is insufficient, accessible 'good' or 'outstanding' provision in the area

The local authority reserves the right to withdraw the funding if the provider is not meeting the requirements, which are set out in writing in the funding notification letter and the provider no longer commits to working with the local authority to ensure an improvement in the quality of the provision.

Providers who receive 2 consecutive 'inadequate' or 'not effective' Ofsted inspection judgements may be removed / suspended from the Directory of Providers by the local authority. Support will be given to the provider and parents/carers to find alternative provision for funded children.

The local authority should secure alternative provision and withdraw funding when Ofsted publish a second consecutive inspection judgement of a childminder agency of 'ineffective'. Following a second consecutive 'ineffective' inspection judgement, the local authority should continue to fund the childminder agency's providers if the childminder agency has assessed them as being of acceptable quality and Ofsted has not identified any concerns about the childminder agency's assessment arrangements. It is for local authorities to determine an appropriate timeframe for withdrawing funding. When withdrawing funding from a childminder agency-registered provider, local authorities should also take account of the impact on children and their families.

The local authority will take account of any historical evidence of consecutive 'requires improvement' and/or 'inadequate' Ofsted judgements, even where a provider has re-registered with Ofsted.

Funding will not be withdrawn until the Ofsted inspection judgement is published and in the case of an Inadequate judgement **a minimum of 8 weeks' notice will be given if possible.** A written explanation of the reasons for removal from the Directory of Providers will be provided, and this will take place at the end of the term or sooner if circumstances require. Providers must notify parents of their removal from the Directory of Providers and the removal of provision of free Early Years education. Termination provisions must also include those required by 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.

## APPEALS PROCESS

Should a Provider not be satisfied with their treatment under the appeals process they can make a complaint to the Local Authority Ombudsman.

Providers also have the right to make a complaint as set out on the Council's web site:

<https://www.barnsley.gov.uk/have-your-say/complaints-and-compliments/>

A provider may be denied approval to offer the free entitlements or have funding withdrawn as set out above. The provider can appeal against that decision.

Providers must appeal in writing, in the first instance, to Barnsley Council, Early Years Entitlements Funding Team, Education, Early Start and Prevention Service, Early Start and Families Service, Childrens Services Directorate, Barnsley S70 9GG.

Appeals will be heard by an Independent Appeal Panel within 14 working days of the appeal being received. The procedure will be as follows:

1. The Local Authority representative and the Provider will be invited into the meeting.
2. Those present will introduce themselves.
3. The Local Authority Clerk will explain the procedure for hearing the Provider's representation.
4. The case for removing the Provider will be made by the Local Authority's Representative.
5. The Provider will be invited to ask questions on the case presented by the Local Authority.
6. The Panel will ask questions on the Local Authority's presentation.
7. The Provider will be invited to present their case for not being removed from the Register of Providers.
8. The Local Authority will be invited to ask questions on the Provider's presentation.

9. The Panel will ask questions on the Providers presentation.
10. The Provider and Local Authority will be invited to summarise their cases.
11. The Provider and the Local Authority will leave the meeting.
12. The Panel will then determine whether to:
  - a. Allow additional time on the action plan for the Provider to make improvements.
- OR
- b. Uphold the Local Authority's decision to remove the Provider from the Directory of Providers and withdraw funding.
13. The Clerk will record in the minutes the reasons for the decision taken under step above.
14. The Clerk will write to the Provider informing them of the Panel's decision.

## **COMPLAINTS RELATING TO AN EARLY EDUCATION PROVIDER**

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.

Each Provider must also display the Ofsted's complaints process if a parent wishes to complain directly to the regulatory body for inspecting a setting. All Providers must retain a copy of every complaint, including those submitted to Ofsted and the response, investigation and outcome. However, if the complaint relates to a parent not being satisfied with how their child has received their free entitlement place in the correct way (as set out in the Early Education and Childcare Statutory Guidance) then the Provider must follow their own complaints procedure and retain a record for the local authority.

The local authority commissions private, voluntary and independent childcare Providers to offer the free entitlement and is therefore accountable for appropriate use of the funding.

## **COMPLAINTS PROCESS (FOR PARENTS WHO ARE NOT ABLE TO RESOLVE THEIR CONCERN DIRECTLY WITH THE PROVIDER)**

The local authority has in place, procedures for dealing with complaints and appeals for parents who are not able to resolve their concern directly with the provider, where the parent is not satisfied that their child has received their free entitlement in accordance with the Early Education and Childcare Statutory Guidance for Local Authorities. Those who are not satisfied that their child has received the free early education to which they are entitled should in the first instance, contact Early Years Entitlements team as clarification may resolve the complaint. If the parent is not satisfied that the authority has administered the Early Years Funding within the parameters of the Statutory Guidance, they will then be

referred to the local authority complaints procedure.

<https://www.barnsley.gov.uk/have-your-say/complaints-and-compliments/>

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.

## **Ofsted Inspection Judgement**

### **Inadequate and less than good judgements**

The guidance outlines the circumstances in which local authorities are not required to make arrangements with providers for the delivery of the free entitlements following an Ofsted inspection.

Ofsted removed single headline grades and overall effectiveness judgements in September 2024. For schools inspected after 2 September 2024, including maintained schools, maintained nursery schools, academies and non-maintained special schools, the following definitions now apply:

- inadequate means a judgement where a state-funded school requires significant improvement or special measures.
- a judgement of less than good means less than good in the early years provision judgement

## **PROVIDER DECLARATION**

Providers must indicate their acceptance of these terms by checking the tick box at the end of the agreement. In doing so, and in consideration of the funded entitlement, Providers confirm that they shall offer the funded entitlement in accordance with this Provider Agreement as a legally binding commitment between the Provider and the Council without reservation or condition.

Complete the following link to complete and return the attached funding agreement.

<https://my.barnsley.gov.uk/form/funding-agreement-for-early-years-provision/childcare-provider-details>

## ANNEX A: SAMPLE PARENT DECLARATION FOR THE FREE EARLY EDUCATION

Declaration: I (name) ..... of  
(address) .....

.....

.....

confirm that the information I have provided above is accurate and true. I understand and agree to the conditions set out in this document and I authorise (Name of Provider/s) ..... to claim free entitlement funding as agreed above on behalf of my child.

Parent/Carer/Guardian with legal responsibility		Childcare Provider	
Signed		Signed	
Print name		Print name	
Date		Date	

In collecting your data for the purposes of checking your eligibility for the free entitlements, Early Years Pupil Premium (EYPP) or Disability Access Fund (DAF) (see notes 1 – 3), Barnsley MBC is exercising the function of a government department. Barnsley MBC is authorised to collect this data pursuant to Section 13 of the Childcare Act 2006. Please note that from April 2024 2-year-olds will qualify for DAF and EYPP, and under 2's will qualify from September 2024.

## ANNEX B PARENT NOTES

### Eligibility Criteria for the Free Entitlements

Eligibility criteria for free entitlements for 9 months, 2, 3 and 4-year-old children can be found online:

Help with Childcare Costs - <https://www.childcarechoices.gov.uk/>

Please see your childcare provider or contact the Families Information Service, if you wish to access this information.

Note 1: Early Years Pupil Premium (EYPP) is an additional sum of money paid to childcare providers for 9 months, 2, 3- and 4-year-olds of families in receipt of certain benefits. Providing the parent/carer has consented, (by completing the Parent Declaration form), the Provider Portal will automatically check based on the information provided under the parent/carer details tab.

Note 2: 9 months, 2-, 3- and 4-year-old children who are in receipt of Disability Living Allowance (DLA) and are receiving free early education are eligible for the Disability Access Fund (DAF). DAF is paid to the child's setting as a fixed annual sum of £938 from April 2025.

Note 3: Further information about EYPP and DAF is included in the Operational Guide for Local Authorities 2024/25,  
<https://www.gov.uk/government/publications/early-years-funding-2024-to-2025/early-years-entitlements-local-authority-funding-operational-guide-2024-to-2025>

Alternatively, for more information please speak to your childcare provider or Barnsley Council Families Information Service Freephone 0800 0345 340  
[earlyyearsentitlements@barnsley.gov.uk](mailto:earlyyearsentitlements@barnsley.gov.uk)

### INSET Days

Settings will be allowed to take 1 day per term as a training day provided that:

Barnsley Council is notified of the dates by emailing  
[EarlyYearsEntitlements@barnsley.gov.uk](mailto:EarlyYearsEntitlements@barnsley.gov.uk)

An agenda for the day is sent to the Quality Improvement Officer

Parents are given at least 4 weeks' notice of the dates

## ANNEX C: DATA PROTECTION

As a person or organisation holding personal data, your setting must be listed on the Public Register of Data Controllers held by the Information Commissioner's Office. For more details call the Information Commissioners Office on 0303 123 1113 (local rate) or 01625 545 745 if you prefer to use a national rate number or visit the [Information Commissioner's Office website](#).

You must securely store and keep all BMBC Declaration Forms, Change of Hours Forms, Data Correction Forms and Registers for a minimum of seven years in case of an audit. If not kept on site, records must be stored locally. You do not need to keep copies of birth certificates or passports.

### Definitions

- **Data Controller** - has the meaning given to that term in the Data Protection Legislation in force from time to time;
- **Data Processor** - has the meaning given to that term in the Data Protection Legislation in force from time to time;
- **Data Protection Impact Assessment** - an assessment carried out pursuant to Article 35 of the General Data Protection Regulation;
- **Data Protection Legislation** - the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Investigatory Powers Act 2016, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 the General Data Protection Regulation and any legislation implemented in connection with the General Data Protection Regulation and any replacement legislation coming into effect from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
- **Data Security Breach** - any breach of security or confidentiality leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;
- **Data Subject** - has the meaning given to that term in the Data Protection Legislation in force from time to time;
- **General Data Protection Regulation (GDPR)** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
- **Information Commissioner's Office** - the office of the Information Commissioner, being the regulator appointed in the UK as the data protection supervisory authority;

**Personal Data** - has the meaning given to that term in the Data Protection Legislation in force from time to time.

### Data Protection



- Both Parties shall procure that its representatives shall, duly observe all their obligations under the Data Protection Legislation, which arise in connection with the performance of this Provider Agreement.
- The Provider shall perform its obligations under this Provider Agreement in such a way as to ensure that it does not cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- The Provider shall be liable for and shall indemnify (and keep indemnified) the Council against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor and client basis) and demands incurred by the Council which arise directly from a breach by the Provider of its obligations under the Data Protection Legislation, including without limitation those arising out of any third party demand, claim or action, or any breach of Provider Agreement, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Legislation by the Provider or its employees, servants, agents or sub-contractors. For the avoidance of doubt, the Council shall provide documentary evidence to the Provider before it can make a claim under this clause in relation to any third party action.
- The Provider agrees that it shall enter into a data sharing agreement with the Council if required to do so at the Council's absolute discretion so as to set out the Parties obligations in relation to any Personal Data which may be shared between the Parties.
- The provisions of this agreement pertaining to Data Protection shall apply during the continuance of the Provider Agreement and indefinitely after its expiry or termination.

### **Data Processor Obligations**

With respect to the Parties' rights and obligations under this Provider Agreement, the Parties agree that the Council is the Data Controller and that the Provider is the Data Processor. A description of the Personal Data processed by the Provider and the processing activities undertaken by the Provider is set out in the Data Processing Activities set out in clause 19.1.

In respect of Personal Data that the Provider processes on behalf of the Council in connection with this Provider Agreement, the Provider shall and shall procure that its representatives shall:

- solely process the Personal Data for the purposes of fulfilling its obligations under this Provider Agreement and in compliance with the Council's written instructions as set out in this Provider Agreement and as may be specified from time to time in writing by the Council;
- notify the Council immediately if any instructions of the Council relating to the processing of Personal Data are unlawful;
- not transfer to or access any Personal Data from a country outside of the United Kingdom without the prior written consent of the Council;
- comply with the Council's instructions in relation to transfers of Personal Data to a country outside of the United Kingdom unless the Provider is required pursuant to applicable laws to transfer Personal Data outside the United Kingdom, in which case the Provider shall inform the Council in writing of the

relevant legal requirement before any such transfer occurs unless the relevant law prohibits such notification on important grounds of public interest;

- take reasonable steps to ensure the reliability of any Staff who have access to the Personal Data and ensure that all Staff used by the Provider to process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data;
- ensure that none of the Provider's Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
- not engage any sub-contractor to carry out any processing of Personal Data without the prior written consent of the Council provided that notwithstanding any such consent the Provider shall remain liable for compliance with all the requirements of this Provider Agreement including in relation to the processing of Personal Data;
- ensure that obligations equivalent to the Data Protection obligations set out in this agreement are included in all Provider Agreements between the Provider and permitted sub-contractor who will be processing Personal Data and who have been approved in accordance with clause;
- take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with the Data Protection Legislation;
- upon request provide a written description of the technical and organisational measures employed by the Provider (within the timescales required by the Council) and if the Council does not consider that such measures are adequate to enable compliance with the Data Protection Legislation, implement such additional measures as may be specified by the Council (acting reasonably) to ensure compliance;
- taking into account the nature of the data processing activities undertaken by the Provider, provide, at no cost to the Council, all possible assistance and co-operation (including without limitation putting in place appropriate technical and organisational measures) to enable the Council to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation, including (without limitation):
- notifying the Council within two (2) Working Days, of receiving any request from a Data Subject exercising their rights under the Data Protection Legislation;
- complying with the Council's instructions in relation to complying with the Data Subject's rights under the Data Protection Legislation, which may include (without limitation) providing notices to Data Subjects in a format specified by the Council, rectifying inaccurate Personal Data, ceasing or restricting processing of Personal Data, providing access to Personal Data, permanently deleting or securely destroying Personal Data and providing copies of Personal Data in a format specified by the Council;

- maintain a record of the Provider's processing activities in accordance with the requirements of the Data Protection Legislation;
- assist the Council, at no cost to the Council, in ensuring compliance with the obligations set out in Articles 32 to 36 (inclusive) of the GDPR (or any equivalent legislation in the UK or any subsequent legislation) taking into account the nature of the data processing undertaken by the Provider and the information available to the Provider, including (without limitation):
- providing information and assistance upon request to enable the Council to notify Data Security Breaches to the Information Commissioner's and or to affected individuals and or to any other regulators to whom the Council is required to notify any Data Security Breaches; and
- providing input into and carrying out Data Protection Impact Assessments in relation to the Provider's data processing activities;
- ensure that it has in place appropriate technical and organisational measures to ensure that processing of Personal Data carried out by the Provider in connection with this Provider Agreement meets the requirements of the Data Protection Legislation and ensures protection of the rights of individuals under the Data Protection Legislation;
- notify the Council immediately and in any event within twenty-four (24) hours in writing if:
  - the Provider or any sub-contractor engaged by or on behalf of the Provider suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; or
  - the Provider or any sub-contractor engaged by or on behalf of the Provider receives any Data Security Breach notification, complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation, and in each case the Provider shall provide full co-operation, information and assistance to the Council in relation to any such Data Security Breach, complaint, notice or communication at no cost to the Council;
    - upon termination of this Provider Agreement, at the discretion of and at no cost to the Council, delete securely or return all Personal Data to the Council and delete all existing copies of the Personal Data unless and to the extent that the Provider is required to retain copies of the Personal Data in accordance with applicable laws.
  - make available to the Council at no cost to the Council all information necessary to demonstrate compliance with the obligations set out in this clause and, upon request, allow the Council, the Information Commissioner's Office and its representatives access to the Provider's Premises, records and Personnel for the purposes of assessing the Provider's compliance with its obligations under clause; and
  - indemnify the Council from and against all costs, expenses (including legal and other professional fees and expenses), losses, damages and other liabilities or whatever nature (whether contractual, tortious or otherwise) suffered or incurred by the Council and arising out of or in connection with any breach by the Provider or any sub-contractor of

this clause. For the avoidance of doubt, the Council shall provide documentary evidence to the Provider before it can make a claim under this clause in relation to any third-party action.

- The provisions of this clause shall apply during the continuance of the Provider Agreement and indefinitely after its expiry or termination.

### **Council Data on Provider's IT System(s)**

The Provider shall:

- take all reasonable precautions and use all reasonable endeavours to preserve the integrity of any Council Data or other data which it stores and or processes on behalf of the Council and to prevent any corruption or loss of such data and to have in place an appropriate archiving and back-up policy;
- follow its detailed archiving procedures (as appropriate);
- in the event of any corruption of or loss or damage to the Council Data, use all reasonable endeavours to restore the lost or damaged Council Data, at its own expense, from the latest back-up of such Council Data maintained by the Provider in accordance with the archiving procedure described in its archiving and back-up policy or, where the Council Data has not been restored by the Provider within ten (10) Working Days, at the Council's option, promptly reimburse the Council for any reasonable expenses it incurs in having the Council Data restored by a third party;
- be responsible for any loss, destruction, alteration or disclosure of Council Data caused by itself and any of its sub-contractor, including (but not limited to) any third Parties sub-contractor by the Provider to perform services related to Council Data maintenance and back-up; and
- in providing the Services, have in place and comply with its privacy and security policy relating to the privacy and security of the Council Data, such policy to include measures equal to or broadly comparable with the relevant provisions of the Council's Data in Transit Policy. The Provider shall provide a copy of its privacy and security policy to the Council upon request and wherever such policy is updated by the Provider from time to time and shall take into account any comments the Council has on such policy.

The Council has completed the table below and the Provider shall only process Personal Data in accordance with this clause

### **Category of Data**

- Name, age, date of birth, address, Family Composition, Medical Information, GP address, School, Education reports, Child Looked After placement history, Legal Status, Child Protection History, Behaviour, Interests and Strengths, Allegations / Complaints, Risk Assessments, Placement History.
- Equalities data will also be collected to monitor the new service against the protected characteristics, age, disability, race.
- Key contacts information for Looked After Children
- At times Special Data such as Ethnic Origin and Health details may need to be shared.
- In some instances, sensitive data regarding safeguarding concerns may need to be shared.

## **Category of Data Subject**

Children and Young People and Parent or Carers

## **Processing Operations**

- Initial referral data, including name, age, date of birth, address, Family Composition, Medical Information, GP address, School, Education reports, Child Looked After placement history, Legal Status, Child Protection History, Behaviour, Interests and Strengths, Allegations / Complaints, Risk Assessments, Placement History.  
Provider will hold data on Case Files (electronic and paper)  
Data shared as appropriate with other professionals
- Information may be shared over the telephone, via secure e-mail (Egress) and by letter.