

DATED: 15/03/2023

B E T W E E N:

LEEDS CITY COUNCIL

“THE FUNDER”

- And -

XXXXX

“THE RECIPIENT”

**GRANT FUNDING AGREEMENT FOR 2 YEAR/3 AND 4 YEAR (amend
as required) FREE EARLY EDUCATION ENTITLEMENT (FEE)
2023-2024**

THE PARTIES

1. **LEEDS CITY COUNCIL** of Civic Hall Leeds LS1 1UR (called the “Funder” throughout this Agreement)
2. **NAME OF ORGANISATION (*insert name*)** whose registered office is situated at (***insert address***) (called the “Recipient” throughout this Agreement)

Together referred to as the “Parties”.

BACKGROUND

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Services
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. Definitions

In this Agreement the following terms shall have the following meanings:

Commencement Date: 1st April 2023.

Data Protection Legislation - means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or Supervisory Authority and applicable to a Party.

Grant: the sum to be paid to the Recipient for provision of the Services in accordance with the **Service Specification** attached at Schedule 1.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31st March 2024.

Services: the provision of FEEE to 2 year/3 and 4 year (amend as appropriate) old children.

Project Manager: the individuals who have been nominated to represent the Parties for the purposes of this Agreement.

Regulation: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

UK Data Protection Legislation: means all applicable legislation and regulatory requirements relevant to the Parties which are in force relating to the use of personal data and the privacy of electronic communications, including, without limitation, (i) any data protection legislation in force in the United Kingdom including the Data Protection Act 2018 or any legislation which replaces it, and (ii) the Regulation.

2. Duration and Purpose of the Grant

- 2.1 The Agreement shall commence on the Commencement Date and expire automatically at the end of the Grant Period unless it expires earlier.
- 2.2 The Recipient shall use the Grant only for the delivery of the Services and in accordance with the **Service Specification** set out in Schedule 1. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.3 The Recipient shall not make any significant change to the Services without the Funder's prior written agreement.

3. Recipients General Obligations

- 3.1 The Recipient shall at all times meet the requirements of the **Service Specification**, set out in Schedule 1, when carrying out the Services.
- 3.2 The Recipient shall perform the Services using all the skill care and attention required of a reasonable competent body carrying out the same business as the Recipient.

4. **Funding**

- 4.1 In consideration of the Recipient abiding by its obligations in relation to this Agreement the Funder shall pay to the Recipient the Grant.
- 4.2 The Grant shall be paid upon submission of the appropriate returns as stipulated within the **Service Specification**, set out in Schedule 1.
- 4.3 If at any time Value Added Tax becomes chargeable to or payable by the Funder in relation to this Agreement the Grant shall be deemed to be inclusive of such Value Added Tax.
- 4.4 The Parties hereto hereby agree that the Grant shall be the Recipient's sole entitlement to money from the Funder in relation to its obligations to provide the Services in accordance with the **Service Specification**, set out in Schedule 1, under the terms of this Agreement.

5 **Financial Monitoring**

- 5.1 The Recipient shall keep and maintain accurate financial records of its transactions in relation to the Grant and shall provide copies of those records to the Funder on an annual basis, after they have been audited and at such other times as reasonably requested by the Funder.

6 **Withholding and Repayment of Grant**

- 6.1 The Funder acting reasonably shall be entitled to withhold any or all of the Grant paid throughout the duration of this Agreement and/or to require repayment of part or all of such Grant in the event of the following circumstances:
 - 6.1.1 the Recipient does not spend the full amount of such Grant; or
 - 6.1.2 any of the information provided in the application for such Grant or in subsequent supporting correspondence is found to be substantially incorrect or incomplete.
- 6.2 The Grant shall only be used for the purposes of this Agreement. The Funder acting reasonably may require repayment of all the Grant paid under this Agreement or such part thereof as the Funder deems appropriate in its sole discretion should the Grant be used for any purposes outside the scope of this Agreement.

7 **Performance Monitoring**

- 7.1 The Recipient shall provide all information and other items set out in the **Service Specification**, set out in Schedule 1, as the Funder shall request and at such reasonable times in order for the Funder to monitor evaluate and review the Recipients performance with regard to the Funder's requirements.

8 Alterations to the Agreement

- 8.1 This Agreement and **The Service Specification**, set out in Schedule 1, may be altered from time to time in writing, due to legislative changes or by mutual agreement between the Parties.

9. Contact Details

- 9.1 The Funder's Project Manager shall be:

Chris Sutton

Lead for Admissions & Family Information
Learning Systems
Leeds City Funder
Tel: 0113 378 9700

9.2 The Recipient's Project Manager shall be:

To be completed:

- 9.3 In the event of an alteration in either clause 9.1 or 9.2 the Party who alters shall notify the other Party in writing of such alteration.

10. Fraud

- 10.1 The Recipient must take all reasonable steps including all preliminary investigations and enquiries to prevent the risk of fraud to the Funder. Where such preliminary actions suggest the possibility of fraud or other irregularity affecting the resources of the Funder the Recipient shall immediately inform the Funder verbally and follow it up in writing within 5 days.

11. Governing law

- 11.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Signed for and on behalf of the **Funder**



Signed for and on behalf of the **Recipient**

Schedule 1

The Service Specification

For Recipients of
Free Early Education Entitlement
(FEEE) for 2-, 3- and 4-year-olds

April 2023 – March 2024

Contents

Section 1: Overview	8
Who is this agreement for?	8
Legal framework and statutory guidance	9
Key Funder responsibilities	10
Key Recipient responsibilities	10
Information and Data Protection	12
Safeguarding	14
Eligibility	16
The Grace Period	17
Flexibility	17
Partnership working	18
Special educational needs and disabilities	19
Social mobility and disadvantage	20
Quality	20
Business Planning	21
Charging	22
Funding	23
Compliance	25
Termination and withdrawal of funding	26
Appeals process	29
Complaints process	30
Annex A: Parental Declaration Form for Free Early Education Entitlement	31
Annex B: Important FEEE Dates	36
Annex C: Leaver form	38

Section 1: Overview

- 1.1. This schedule is based on the model from the Department for Education (DfE)¹, and the statutory guidance “Early education and childcare” updated in February 2019 by the DfE. The agreement is intended to assist early years Recipients in delivering Free Early Education Entitlements (FEEE) under the Childcare Act 2006 and the Childcare Act 2016.
- 1.2. The agreement sets out the requirements and expectations that Recipients must comply with in providing the delivery of eligible FEEE for 2-, 3- and 4-years olds in order to receive payments from the Funder. Funded places can only be delivered by Recipients who have entered into this agreement.
- 1.3. This agreement applies to the 15-hour FEEE for 2-year-olds, the 15-hour entitlement for parents of 3- and 4-year-olds (the universal entitlement) and the 15 hours FEEE for working parents of 3- and 4-year-olds (the extended entitlement).
- 1.4. This agreement does not provide guidance on how Recipients operate their private businesses, including charges for provision over and above a child’s free hours. The Funder will not intervene where parents choose to purchase additional hours of provision or additional services providing that this does not affect the parent’s ability to take up their child’s free place.
- 1.5. This agreement will be kept under review and updated as necessary to reflect any changes to national guidance and legislation. Any references to legislation will be to that legislation as amended from time to time, without express changes in the agreement.

Who is this agreement for?

- 1.6. This agreement is for:
 - Early years providers and childminders registered on the Ofsted Early Years Register;
 - Childminders registered with a childminder agency that is registered with Ofsted;
 - Independent Schools and Academies taking children aged two and over and which are exempt from registration with Ofsted as an early years provider.
 - Maintained schools and Leeds City Council Children’s Centres
- 1.7. The Funder retains the right to unilaterally vary this agreement without notice to reflect changes in legislation and departmental guidance.
- 1.8. Any references to legislation will be to that legislation which may be amended from time to time, without express change in this agreement.

¹ [Free early years provision and childcare: model agreement](#)

- 1.9. Recipients will work towards Leeds Children & Young People's Plan² in partnership with Leeds Children and Families Service.
- 1.10. Recipients will support the ambition for Leeds to be a Child Friendly City³.
- 1.11. Recipients will give due regard to equality & diversity, with reference to the Funder's Equality & Diversity Policy⁴

Legal framework and statutory guidance

- 1.12. The following frameworks and legislation underpin this model agreement, the Recipient has an obligation to comply with all relevant legislation, including but not limited to:

- Early Education and childcare, Statutory guidance for Local Authorities February 2019⁵
- Childcare Act 2006⁶
- Childcare Act 2016⁷
- Equality Act 2010⁸
- School Admissions Code 2014⁹
- Statutory framework for the early years foundation stage 2017¹⁰
- Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2018¹¹
- The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016¹²
- Special Educational Needs and Disability Code of Practice: 0 to 25 years 2015¹³

² [Leeds Children and Young People Plan](#)

³ [Child Friendly Leeds](#)

⁴ [Leeds City Council Equality and Diversity Policy](#)

⁵ [Early education and childcare Statutory guidance for local authorities](#)

⁶ [Childcare Act 2006](#)

⁷ [Childcare Act 2016](#)

⁸ [Equality Act 2010](#)

⁹ [School Admissions Code 2014](#)

¹⁰ [Statutory framework for the early years foundation stage](#)

¹¹ [The Local Authority \(Duty to Secure Early Years Provision Free of Charge\) \(Amendment\) Regulations 2018](#)

¹² [The Childcare \(Early Years Provision Free of Charge\) \(Extended Entitlement\) Regulations 2016](#)

¹³ [Special educational needs and disability code of practice: 0 to 25 years](#)

- The UK Data Protection Legislation¹⁴

Key Funder responsibilities

- 2.1. The Funder must secure a FEEE place for every eligible child in their area.
- 2.2. The Funder will work in partnership with Recipients to agree how to deliver FEEE.
- 2.3. The Funder will be clear about its 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 Recipients.
- 2.4. The Funder must contribute to the safeguarding and promote the welfare of children and young people in their area.
- 2.5. The Funder will fund FEEE at a base rate of £4.92 for 3- and 4-year-old children and £5.87 for 2-year-old children. This rate will be reviewed prior to the start of each financial year which runs from April to March.

Key Recipient responsibilities

- 2.6. The Recipient must comply with all relevant legislation and insurance requirements.
- 2.7. The Recipient shall deliver the free entitlements consistently to all parents, whether in receipt of universal and/or additional FEEE and regardless of whether they opt to pay for optional services or consumables. This means that the Recipient shall be clear and communicate to parents their annual entitlement, details about the days and times that they offer free places, along with their services and charges. Those children accessing FEEE should receive the same quality and access to provision.
- 2.8. The Recipient must follow the Early Years Foundation Stage (EYFS)¹⁵ and have clear safeguarding policies and procedures in place that link to the Funder's guidance for recognising, responding, reporting, and recording suspected or actual abuse.
- 2.9. The Funder retains a discretion on whether to provide funding to the Recipient for the delivery of FEEE where there is an exemption from the EYFS in place.
- 2.10. The Early years foundation stage learning and development requirements: guidance on exemptions for early years providers¹⁶ enables the Secretary of State for Education to grant exemptions to providers, in certain circumstances, from all or some elements of the learning and development requirements which are set out in the EYFS and also enables early years providers to exempt individual children from all or part of the

¹⁴ [UK Data Protection Legislation – as defined in this Grant Agreement](#)

¹⁵ <http://www.foundationyears.org.uk/eyfs-statutory-framework/>

¹⁶ [Early years foundation stage learning and development requirements: guidance on exemptions for early years providers](#)

learning and development requirements in certain circumstances but does not allow exemptions to be granted from any of the welfare requirements of the EYFS as these deal with fundamental issues of child safety.

- 2.11. The Recipient must have arrangements in place to support children with special educational needs and/or disabilities (SEND). These arrangements shall include a clear approach to identifying and responding to SEND. Recipients shall utilise the SEN Inclusion Fund and Disability Access Fund to deliver effective support, whilst making information available about their SEND offer to parents.
- 2.12. The Recipient will use the Funder's **transition guidance and report**¹⁷ when children are transferring into a reception class in a school setting or another setting and ensure that the parents and the child contribute to the document and transition process in order to meet the needs of the individual child and family.
- 2.13. The Recipient will ensure that parents are aware that their child is eligible to start school in Leeds in the September following their 4th birthday and that they must register for a place using the Leeds Admissions Procedure¹⁸ in the Autumn of the year before, even if they decide to apply to defer entry.
- 2.14. The Recipient must maintain an up-to-date record of attendance for children accessing FEEE and must provide these records when requested by the Funder. These records must show that FEEE hours claimed from the Funder have been provided in full to the child.
- 2.15. The Recipient must encourage and help parents to commit to regular attendance.
- 2.16. All Recipients delivering FEEE are required to co-operate fully in enabling the integrated two-year check to be carried out at their childcare setting. This shall be done in consultation with the Funder and should ensure that any necessary risk assessment and safeguarding requirements are fully met.
- 2.17. All Recipients delivering FEEE for
 - 2-year-olds must maintain an Ofsted grade of "Good" or "Outstanding". Where a Recipient's grading falls below this, they may, in agreement with the Funder, continue to receive FEEE for existing children but no new children will be allowed funding until the grading returns to 'Good' or 'Outstanding'.
 - 3- and 4-year-olds, must maintain an Ofsted grade of "Requires Improvement", "Good" or "Outstanding"

Subject always to the provisions in the Quality section set out in this specification.

¹⁷

<http://democracy.leeds.gov.uk/documents/s144240/Transfer%20report%20part%201%20guidance%20notes%20May2015.pdf>

¹⁸ [Leeds City Council Primary School Admissions Policy 2021 to 2022](#)

Information and Data Protection

2.18. Recipients acknowledge that the Funder is subject to the requirements of the Freedom of Information Act 2000¹⁹ (FOIA) and the Environmental Information Regulations 2004²⁰ (EIR) and shall:

- provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and the EIR;
- transfer to the Funder all requests for information relating to this agreement that they receive as soon as practicable and in any event within 2 working days of receipt;
- provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in their possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and
- not respond directly to a request for information unless authorised in writing to do so by the Funder.

2.19. Recipients acknowledge that the Funder may be required under the FOIA and the EIR to disclose information concerning the Recipient without consulting or obtaining consent from the Recipient. In these circumstances the Funder shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Recipient advance notice, or failing that, to draw the disclosure to the Recipient's attention after any such disclosure. Notwithstanding any other provision in the agreement, the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIR.

2.20. For the purposes of this clause, the terms Controller, Processor, Data Subject, Personal Data, Process(ing) and Personal Data Breach shall have the meanings prescribed under the UK Data Protection Legislation.

2.21. The Parties agree that for the purposes of the Data Protection Legislation and with respect to their rights and obligations under this Framework Agreement, both shall be acting as Controllers. This clause sets out the framework for the sharing of Personal Data between the Parties in the course of providing/receiving the Services (the "**Agreed Purposes**")

- Free Early Education Entitlement and Early Years Census
- For the duration of this Agreement
- For the purpose of delivering FEEE and Early Years Census information. To collect child level data, parental level data for eligibility checking, FEEE claims and attainment information.

¹⁹ [Freedom of Information Act 2000](#)

²⁰ [The Environmental Information Regulations 2004](#)

- Retain and submit all data that is necessary to verify entitlement to the funding as set out in the DfE's statutory guidance. This may include special categories of data.
- Data submitted pertaining to Children, Parent's/Carers and Childcare Providers
- All Personal Data that is collected for the purposes of this agreement will be recorded on the Funder's Synergy FIS Provider Portal²¹. The Recipient shall retain and securely store paper or digital copies of the signed parental declarations and the child's birth certificate to enable the Funder to carry out audits and fraud investigations.

2.22 Each Party shall comply with all applicable requirements imposed on a Controller under the UK Data Protection Legislation and each Party shall:

- a. ensure that it has all notices and consents in place to enable lawful transfer of the Personal Data to the other Party and their authorised representatives for the Agreed Purposes;
- b. give full information to any Data Subject whose personal data may be processed under this Agreement of the nature such Processing. This includes giving notice that, on the termination of this Agreement, Personal Data relating to them may be retained by or, as the case may be, transferred to the other Party or their authorised representatives;
- c. Process the Personal Data only for the Agreed Purposes, as noted above and below
- d. not disclose or allow access to the Personal Data to anyone other than the other Party or their authorised representatives;
- e. ensure any of its authorised representatives are subject to written contractual obligations concerning the Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement. All members of the Recipient's staff who require access to the Funder's synergy FIS Provider Portal will require a Funder Partner account, a soft or physical remote access token and a login. It is the Recipient's charge soft access token, which is a smart phone app. In the event that a physical access token is required, the recipient can request this but must note that they are liable for any lost or misplaced physical access tokens, which will be charged at £40.00 for replacement (cost subject to change).
- f. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Party, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
- g. not directly or indirectly disclose Personal Data received from the other Party to a country or organisation located outside of the UK unless the prior written consent of the other Party has been obtained.

²¹ <https://synergy.leeds.gov.uk/Synergy/Providers>

- 2.23 Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:
- a. consult with the other Party about any notices given to Data Subjects in relation to the Personal Data;
 - b. promptly inform the other Party about the receipt of any Data Subject access request;
 - c. provide the other Party with reasonable assistance in complying with any Data Subject access request;
 - d. not disclose or release any Personal Data in response to a Data Subject access request without first consulting the other Party wherever possible;
 - e. assist the other Party, at the cost of the other Party, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with Supervisory Authorities or regulators;
 - f. notify the other Party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
 - g. at the written direction of the other Party, delete or return Personal Data and copies thereof to the other Party on termination of this Agreement unless required by law to store the Personal Data;
 - h. maintain complete and accurate records and information to demonstrate its compliance with this clause; and
 - i. provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation.

2.24 Each Party shall indemnify the other Party against all liabilities costs, expenses, damages and losses suffered or incurred by the other Party as a result of breaching this clause.

2.25 The provisions of this clause shall apply during the Term and indefinitely after its expiry.

Safeguarding

2.26. The Funder has overarching responsibility for safeguarding and promoting the welfare of all children and young people in their area. The Funder has a number of statutory functions under the 1989 and 2004 Children Acts which make this clear, and the 'Working together to safeguard children' 2018 guidance²² sets these out in detail.

2.27. The Recipient must follow the EYFS and have clear safeguarding policies and procedures in place that are in line with local guidance and procedures for responding to and reporting suspected or actual abuse and neglect. A lead practitioner must take responsibility for safeguarding and all staff must have training to identify signs of abuse and neglect. The Recipient must have regard to 'Working together to safeguard children' 2018 guidance.

²² [Working Together to Safeguard Children](#)

- 2.28. The Recipient must demonstrate compliance with the duties and responsibilities to safeguard and promote the wellbeing of children as set out in section 11 of the Children Act 2004 through the completion of the Section 11 audit toolkit²³ for the Leeds Safeguarding Children Board (LSCB). The Recipient's internal processes must be consistent with West Yorkshire Consortium (WYC) Inter Agency Safeguarding and Child Protection Procedures²⁴ and must be available to the Funder on request.
- 2.29. The Recipient will have a clear policy and procedure for dealing with allegations against staff and volunteers which is compatible with WYC procedures and Working Together to Safeguard Children 2018.
- 2.30. The Recipient must ensure safeguarding training is provided for all staff, including ancillary staff, agency staff and volunteers. Training must include the prevention of abuse, recognition of abuse, dealing with disclosures or suspicions of abuse and the WYC arrangement and procedures.
- 2.31. Recipients must ensure that all staff and volunteers looking after children are suitable, through obtaining a disclosure and barring service certificate²⁵ and carrying out an appropriate safeguarding audit.
- 2.32. The Recipient will identify a named practitioner to take lead responsibility for safeguarding children in every setting (the **Designated Safeguarding Lead**). Childminders must take the lead responsibility themselves. The Designated Safeguarding Lead is responsible for liaison with local statutory children's services agencies and with the LSCB. The Designated Safeguarding Lead must provide support, advice, and guidance to any other staff on an ongoing basis and on any specific safeguarding issue as required.
- 2.33. The Recipient must ensure that the Designated Safeguarding Lead continues to update their knowledge, policies and practices on a regular basis and attend further training as advised by the local authority.
- 2.34. The Recipient will ensure that the Designated Safeguarding Lead receives regular supervision to support and challenge their safeguarding practice and to ensure that they are effectively managing any safeguarding issues within the setting.
- 2.35. If the named Designated Safeguarding Lead changes, the Recipient will inform the Funder immediately.
- 2.36. The Recipient will follow a multi-agency approach to service delivery and use a common assessment framework (Early Help/CAF)²⁶ approach to build a comprehensive understanding of need.

²³ [Leeds Safeguarding Children Partnership Section 11 Audit](#)

²⁴ <https://westyorkscb.proceduresonline.com/contents.html#>

²⁵ [Disclosure and Barring Service \(DBS\) check](#)

²⁶ [The common assessment framework \(CAF\)](#)

Eligibility

- 2.37. The Recipient shall check original copies of documentation to confirm a child has reached the eligible age (term after 2nd birthday for 2-year-olds or term after 3rd birthday for 3- & 4-year-olds) on initial registration for all free entitlements. The Recipient shall retain paper or digital copies of the child's birth certificate to enable the Funder to carry out audits and fraud investigations. Where the Recipient retains a copy of documentation this must be stored securely and deleted when there is no longer a good reason to keep the data, in accordance with the Data Protection clauses at paragraphs 2.20 to 2.25 and UK Data Protection Legislation.
- 2.38. The Recipient shall ensure that they have confirmed eligibility for 2-year-olds with the Funder prior to offering a 2-year-old child a FEEE place. The eligibility criteria for 2-year-olds are subject to ongoing legislative changes. The DfE will maintain the most up to date criteria²⁷.
- 2.39. The Recipient shall offer places to eligible 2-year-olds on the understanding that the child remains eligible until they become eligible for the universal entitlement for 3- and 4-year-olds.
- 2.40. The Funder must ensure that a child has a free entitlement place no later than the beginning of the term following the child's relevant birthday and the parent meeting the eligibility criteria for FEEE.
- 2.41. Childminders are not able to claim FEEE for their own/related children. (The Childcare Act 2006 definition of childcare specifically excludes care provided for a child by a relative and childminders cannot receive FEEE for their own or related children).
- 2.42. Alongside the 30 hours eligibility code, which is the child's unique 11-digit number, and original copies of documentation (see 2.37), a Recipient must acquire written consent from, or on behalf of, the parent to be able to receive confirmation and future notifications from the Funder of the validity of the parent's 30 hours eligibility code. Recipients can use the Parental Declaration Form at Annex A to obtain the necessary information and consents.
- 2.43. Once the Recipient has received written consent from the parent, they shall verify the 30 hours eligibility before offering a place.
- 2.44. The Funder will provide a validity checking service to Recipients to enable them to undertake this.
- 2.45. Thereafter, the Funder will complete audit checks to review the validity of eligibility codes for children who qualify for FEEE additional entitlement at 6 points in the year, both at half-term and at the end of term across the year (in line with the dates as listed in Table A below). It is the Funder's responsibility to notify the Recipient where a parent has fallen out of eligibility and inform the Recipient of the grace period end date when this information is requested. This information is notified via the Synergy funding portal against each child's record. It is the Recipient's responsibility to inform

²⁷ <https://www.gov.uk/help-with-childcare-costs/free-childcare-2-year-olds>

the parent and discuss their options.

Table A:

Date parent receives ineligible decision on reconfirmation:	Funder audit date: (on or around)	Grace period end date:
1 Jan – 10 Feb	11 February	31 March
11 Feb – 31 March	1 April	31 August
1 April – 26 May	27 May	31 August
27 May – 31 August	1 September	31 December
1 September – 21 October	22 October	31 December
22 October – 31 December	1 January	31 March

The Grace Period

- 2.46. A child will enter the grace period when the child’s parents cease to meet the eligibility criteria set out in the Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016, as determined by HMRC or a First Tier Tribunal in the case of an appeal.
- 2.47. The Funder 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 (as set out in Table A above) will automatically be applied to eligibility codes.
- 2.48. The Funder cannot fund children who have entered a Grace Period but have not yet taken up an Extended Entitlement (30 hours) place in their provision.
- 2.49. The Funder will 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 2018 until the relevant grace period date.
- 2.50. The Funder will inform Recipients within two weeks of the Funder audit date of any child who no longer meets the eligibility criteria for the extended entitlement and of the date at which their grace period will end.
- 2.51. The Recipient will inform parents whose child no longer meets the eligibility criteria and the date on which their grace period will end. Recipients are expected to work with the parent to discuss their options following the end of the grace period.

Flexibility

- 2.52. 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.²⁸

- 2.53. The Recipient shall work with the Funder and share information about the times and periods at which they are able to offer free entitlements to support the Funder to secure sufficient stretched and flexible places to meet parental demand in the local area. The Recipient shall also make information about their offer and admissions criteria available to parents at the point the child first accesses provision at their setting.
- 2.54. The Recipient must explain to parents that they can access their minimum FEEE at a maximum of two sites in one day. A site refers to the postcode of a setting. It is the parent's decision how the funding is allocated between all Recipients who offer both universal and extended funding. However, if one of the Recipients only offers universal entitlement funded places, that Recipient must inform the parent prior to the child taking up the place that they will claim Universal Entitlement only.
- 2.55. Parents can claim for their child in different local authorities. As local guidance can vary between Funders, the child's postcode (place of residence) will take precedence for any funding split arrangements with other local authorities.

Partnership working

- 2.56. Partnerships shall be supported by local authorities on five levels:
- Local authorities and providers
 - Providers working with other providers, including childminders, schools, and organisations
 - Providers and parents
 - Local authorities and parents
 - Providers working in partnership with health care professionals, including but not limited to health visitors, midwives, and Children's Centres.
- 2.57. The Funder will promote partnership working between different types of Recipients, including childminders, across all sectors and encourage more Recipients to offer flexible provision, alongside other Recipients.
- 2.58. The Recipient shall work in partnership with parents, carers, and other Recipients to improve provision and outcomes for children in their setting. An interactive toolkit²⁹ has been developed to help Recipients set up or join a partnership, maximise the benefits of working together and tackle the challenges joint working can bring.

²⁸ [Early education and childcare Statutory guidance for local authorities](#)

²⁹ <https://www.familyandchildcaretrust.org/dfes-30-hour-mixed-model-partnership-toolkit>

2.59. The Recipient shall discuss and work closely with parents prior to a child taking up a place to agree how a child's overall care will work in practice when their free entitlement is split across different Recipients, such as at a maintained setting and childminder, to ensure a smooth transition for the child.

Special educational needs and disabilities

2.60. The Funder will strategically plan support for children with special educational needs and/or disabilities (SEND) to meet the needs of all children in their local area as per the Special Educational Needs and Disability code of practice: 0 to 25 years (January 2015)³⁰.

2.61. The Recipient must ensure owners and all staff members are aware of their duties in relation to the SEND Code of Practice and the Equality Act 2010³¹.

2.62. The Funder will be clear and transparent about the support on offer in its area, through their Local Offer³², so parents and Recipients can access that support.

2.63. The Recipient will 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.

2.64. The Recipient must identify a provision-based Special Educational Needs coordinator (SENCO) and identify a named practitioner responsible for behaviour management. They must have the necessary skills to advise other staff on SEND and behaviour issues and be able to access expert advice if necessary. In a childminding setting, the childminder is responsible for behaviour management and SEND.

2.65. The Recipient will work with the Funder to ensure sufficient high-quality places for children with additional needs.

2.66. The Recipient will support children using an Early Support approach referring to Early Support principles and material available³³. The Funder strongly recommends that the Recipient identifies Inclusion, Equality and Early Support within their job descriptions and that the Recipient shall also form part of training and development plans.

2.67. The Recipient will support the development of an early help plan and subsequent review where appropriate.

2.68. The Recipient will indicate children who are in receipt of Disability Living Allowance (DLA) as eligible for Disability Access Funding (DAF) via the Synergy FIS Recipient

³⁰ [Special educational needs and disability code of practice: 0 to 25 years](#)

³¹ [Equality Act 2010: guidance](#)

³² [Leeds SEND Local Offer](#)

³³ [National Children's Bureau/our-vision-mission-values](#)

Portal. The recipient must retain evidence of the DLA award and make this available to the Funder when requested.

- 2.69. Children eligible for DAF will receive a one-off lump sum of £828 paid directly to their childcare Recipient. If they continue to access FEEE during the next year (Apr-Mar) they will receive another lump sum, providing they have not started reception.
- 2.70. If a child has received DAF in a year and moves Recipient, the first Recipient identified will retain the full DAF allowance.
- 2.71. Where a child eligible for DAF attends more than one FEEE childcare Recipient and splits their entitlement, the family must nominate which setting will receive the DAF; this cannot be split between Recipients.

Social mobility and disadvantage

- 2.72. The Funder will promote equality and inclusion, particularly for disadvantaged families, looked after children and children in need by removing barriers of access to free places and working with parents to give each child support to fulfil their potential.
- 2.73. The Recipient will make the setting inclusive in the widest sense offering support for children with social, religious, emotional, behavioural, additional language, physical or medical needs.
- 2.74. The Recipient shall ensure that they have identified the disadvantaged children in their setting as part of the process for checking Early Years Pupil Premium (EYPP) eligibility. They will also use EYPP eligibility to improve outcomes for this group.
- 2.75. The Recipient will input parents' details on the Synergy FIS Recipient Portal for any child they wish to check eligibility for Early Years Pupil Premium (EYPP).
- 2.76. For a child to receive EYPP, they must be in receipt of Free Early Education Entitlement and meet the eligibility criteria.³⁴

Quality

- 2.77. The EYFS statutory framework is mandatory for all schools that provide early years provision and all Ofsted-registered early years Recipients in England. The EYFS sets the standards that all early years Recipients must meet to ensure that children learn and develop well and are kept healthy and safe.
- 2.78. Ofsted are the sole arbiter of quality for all free entitlements and Ofsted and inspectorates of independent schools have regard to the EYFS in carrying out inspections and report on the quality and standards of provision.
- 2.79. 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 Recipients who are rated less

³⁴ <https://www.gov.uk/get-extra-early-years-funding>

than 'Good' by Ofsted or newly registered Recipients.

- 2.80. Provision must be offered in accordance with the national parameters on quality as set out in the Early Education and Childcare Statutory Guidance for Local Authorities 2018 and the EYFS statutory framework.
- 2.81. It is the Funder's aim that all children are able to take up their FEEE in a high-quality setting. Evidence shows that higher quality provision has greater developmental benefits for children, particularly for the youngest children. The biggest single indicator of high-quality provision is the qualification levels of staff in a setting.
- 2.82. The Recipient will work in partnership with the Funder's Early Years Improvement Team and other appropriate advisers to promote continuous quality improvement and maintain high quality practice in line with the principles of the statutory EYFS Framework.
- 2.83. The Recipient will use a variety of quality improvement strategies, including self-evaluation, to raise and sustain the quality of early year's experiences for children and families.
- 2.84. All Recipients working in early year's education and childcare shall aspire to deliver the highest quality provision possible. The Early Years Improvement Strategy recognises effective practice and influences the delivery of the best possible early years practice to the young children in Leeds.
- 2.85. The Funder will offer training packages³⁵ to assist Recipients to continue to strive to improve quality and learning.
- 2.86. Where a childminder is registered as part of a childminding agency, they must provide the agency's Ofsted URN (Unique Reference Number).
- 2.87. The childminding agency will inform the funder that the Recipient meets quality requirements to deliver FEEE.

Business Planning

- 2.88. The Recipient will complete parental declaration forms, prior to the child starting.
- 2.89. The Recipient may be subject to an administrative charge for providing late or incomplete information leading to additional administration or costs in processing claims.
- 2.90. The Recipient will ensure that all parental declaration forms (see Annex A) required by the Funder are signed prior to a child accessing funding and that any changes to the claim for FEEE are recorded on a new form which must also be signed. Such forms must be retained by the Recipient along with all financial and non-financial records relating to free entitlement places. The Recipient shall give the Funder access on reasonable notice to all financial and non-financial records relating to free entitlement places funded under this agreement, subject to confidentiality restrictions.

³⁵ <https://www.leedsforlearning.co.uk/Training>

- 2.91. The Recipient will submit financial information for the purpose of assessing the cost of FEEE as required by the Funder in the annual cost analysis exercise.
- 2.92. The Recipient will submit timely census data as requested by required deadlines and in the format requested by the Funder.
- 2.93. Whilst Recipients are encouraged to agree stretched childcare with parents, the Recipient must submit all FEEE claims via the Recipient Portal to the Funder as term time only, being up to 15 or 30 hours per week.
- 2.94. The Funder is only able to claim full weeks for a child and cannot fund a child part way through a week.
- 2.95. The Funder will randomly audit Recipients to ensure that the amount claimed from the Funder per annum is being provided to the child and family. If a Recipient is found to have incorrectly claimed, the Funder will adjust payments accordingly, and Recipients could be required to repay any significant overpayments.

Charging

- 2.96. Government funding is intended to cover the cost to deliver up to 30 hours a week (universal and additional entitlement) of free, high quality, flexible childcare. It is not intended to cover the cost of meals, consumables, additional hours, or additional services.
- 2.97. The Recipient can charge for meals and snacks as part of a free entitlement place, and they can also charge for consumables such as nappies or sun cream and for services such as trips and yoga. These charges must be voluntary for the parent. Where parents are unable or unwilling to pay for meals and consumables, Recipients who choose to offer the free entitlements are responsible for setting their own policy on how to respond, with options including waiving or reducing the cost of meals and snacks or allowing parents to supply their own meals. The Recipient shall be responsible for clearly detailing any such charges to parents prior to signing any agreement.
- 2.98. The Recipient shall deliver the free entitlements consistently so that all children accessing any of the free entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals, or consumables.
- 2.99. The Funder shall not intervene where parents choose to purchase additional hours of provision or additional services, providing that this does not affect the parent's ability to take up their child's free place. The Recipient shall be completely transparent about any additional charges.
- 2.100. The Recipient shall publish their admissions criteria and ensure parents understand which hours/sessions can be taken as free provision. Not all Recipients will be able to offer fully flexible places, but Recipients shall work with parents to ensure that as far as possible the patterns of hours are convenient for parents' working hours.
- 2.101. Recipients can continue to designate their own funded session times and dates to parents, however if a parent asks for less hours or days to those stipulated by the

business model for the setting, Recipients **must** make it clear to the parent (prior to parent signing the Agreement) that by accessing these sessions, the parent is agreeing to these conditions and accepting that these hours will be claimed by the setting and that the parent will be unable to access these hours elsewhere.

- 2.102. The Recipient can charge parents a deposit to secure their child's free place but shall refund the deposit in full to parents within four weeks of the website closure date. (See Annex B)
- 2.103. The Recipient cannot charge parents "top-up" fees (the difference between a Recipient's usual fee and the funding they receive from the local authority to deliver free places) or require parents to pay a registration fee as a condition of taking up their child's free place.
- 2.104. The Recipient shall 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 clearly any fees paid for additional hours and services. The Recipient will also ensure that receipts contain their full details so that they can be identified as coming from a specific Recipient.
- 2.105. The Recipient will maintain a current list of all charges and rates readily available for inspection by parents and the Funder.
- 2.106. The Recipient may be subject to administrative charges at the discretion of the Funder for any work undertaken by the Funder outside of agreed FEEE processes and deadlines.

Funding

- 2.107. The Recipient shall accurately complete and submit headcount (Child Level Data) and other necessary data returns such as Early Years Census forms (The annual collection by the DfE for Early Years provider information) or childcare update forms by the agreed dates to support the Funder to make payment. See Annex B for term dates and deadline calendars
- 2.108. The calendar at Annex B is subject to change due to external factors such as system updates and amendments by the Department for Education.
- 2.109. The Recipient must sign and return the grant funding agreement in order to receive their funding.
- 2.110. The Recipient must input the number of children attending and the actual hours the child attends onto the Synergy FIS Recipient Portal before the website closure date as set out in Annex B.
- 2.111. Following the website closure date, if a child leaves the Recipient, the Recipient must complete the form set out in Annex C and return this via a secure method to the Funder immediately. The Funder will then adjust the headcount data.
- 2.112. Recipients are allowed to include a notice period as part of their business model. However, this is a matter between the Recipient and the parent. FEEE funding will follow the child such as it will only be paid to the setting where the child is actually

attending. FEEE will not be paid for a notice period where the child has moved to another establishment.

- 2.113. The Recipient must demonstrate how the deprivation uplift has been utilised to support and develop the most disadvantaged children in their setting.
- 2.114. The Recipient must demonstrate how EYPP has been utilised to support and develop children who are eligible to receive it.
- 2.115. The Recipient must demonstrate how Disability Access Funding has been utilised to support and develop children who are eligible to receive it. This is a one-off payment, which will be made alongside the final payment, in the term in which it was applied for.
- 2.116. The Recipient will be paid on a monthly basis, with the exception of settings where a termly payment is the agreed process (children centres, maintained schools and the majority of academy schools):
- a. Monthly paid Recipients must submit a total hourly count (Estimate) via the Recipient Portal in advance of the start of each term wherever possible for the children they will be making a FEEE claim for.
 - b. The first month's payment will be based on the Estimate divided by the number of months in a term.
 - c. If there is any change to the Recipients Estimate (a new FEEE claim child starting, a child increasing / decreasing hour with a Recipient or a child leaving a Recipient), a new figure must be submitted by the date determined via the Recipient Portal to recalculate the next monthly payment.
 - d. The final monthly payment made at the end of the term will be the balancing payment on the actual number of children who attended the setting as verified against headcount and Starter/Leaver data.
 - e. The Funder will work with the Recipient, to ensure Recipients do not over or under claim FEEE to ensure consistency in payments and to avoid the need for recoument.
- 2.117. Following the submission and update of children's details, the Recipient will be able to view this via the Recipient portal.
- 2.118. Recipients will have two weeks from the date the remittance is available to query any discrepancies. Any discrepancies reported after this deadline may result in non-payment.
- 2.119. The Recipient will check the grant funding received against the number of children attending and inform the Funder immediately if a significant overpayment or underpayment is made.
- 2.120. The Recipient will be liable to repay funding to the Funder, if it was established upon investigation by the Funder, that the Recipient had been paid for hours not taken up by the child on a regular basis. This does not include the following circumstances:
- a. for safeguarding reasons where a child may be attending sporadically and require monitoring;
 - b. where a child was unable to attend due to illness (including illness of the child and the parent);

- c. if the child is on holiday (for up to a maximum of 3 weeks);
- d. where the setting is unexpectedly closed (i.e., flood, extreme weather or staff illness preventing the setting from opening) for 5 working days or less, or for infection control reasons as directed by a body such as Public Health England or the Department for Education;
- e. where the setting is closed because it is being used as a Polling Station or similar event;
- f. for sessions when a child arrived late or left early;
- g. any other exceptional reasons that have been agreed by the Funder and the Recipient in advance.

2.121. For (b-g) above, Recipients are encouraged, where possible, to work cooperatively with parents around these circumstances. Recipients may wish to provide any missed hours at another time if this is reasonable for your business model but there is no requirement to do so.

2.122. If a Recipient was found to be claiming for funded hours that they knew or had a reasonable expectation from the outset that a child was not going to take up, these monies will need to be repaid to the Funder.

2.123. In the event of a child's death, the Recipient will be paid funding for the remainder of term.

Compliance

2.124. The Recipient will be subject to inspection by Ofsted as Recipients of FEEE.

2.125. The Funder will carry out checks and/or audits on Recipients to ensure compliance with the requirements of delivering the free entitlements.

2.126. The Recipient is responsible for ensuring consistent compliance with the standards of this model agreement.

2.127. In the event that Ofsted judge the provision as "inadequate" or any Childminding Agency you are registered with is deemed to be "ineffective" in one or more respects the Recipient must inform the Funder immediately. Non-compliance with this requirement by the Recipient may result in a withdrawal of funding.

2.128. The Recipient will inform Ofsted and the Funder of any changes to the setting such as change of ownership or premises. The Funder will update the directory once Ofsted have confirmed the change.

2.129. The Recipient will inform the Funder of any changes to their contact details and complete a new childcare update form to ensure the Funder's childcare directory³⁶ which is displayed via the Family Information Service Website is kept up to date.

³⁶ <https://parentportal.leeds.gov.uk/Synergy/ChildCare/>

Termination and withdrawal of funding

- 2.130. Failure to comply with any or all of the terms and conditions in this agreement may result in withdrawal of grant funding and removal from the Funder's Synergy FIS database, resulting in a Recipient no longer being advertised as a childcare Recipient in Leeds, and termination of this agreement at the discretion of the Funder's Director of Children and Families Services.
- 2.131. Suspension of registration by Ofsted or a breach of statutory requirements or safeguarding issues may result in the termination of the arrangement and withdrawal of funding immediately.
- 2.132. The Funder reserves the right to withdraw funding from Recipients if they:
- Receive two consecutive "requires improvement" outcomes
 - Receive a "requires improvement" outcome and do not / cannot show improvement within one year
 - Are registered with a Childminding Agency that receives two consecutive "ineffective" outcomes
 - Are registered with a Childminding Agency that receive an "ineffective" outcome and do not / cannot show improvement within one year
 - Do not engage or participate in Leeds Early Years Improvement programme³⁷
 - Do not comply with the Early Years Foundation Stage statutory framework
 - Have reasonable grounds to believe, based on substantive and well-evidenced concerns that the Recipient does not actively promote fundamental British values, or the Recipient promotes views or theories as fact which are contrary to established scientific or historical evidence and explanations.³⁸
- 2.133. Any termination provisions 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 Recipients: termination) of The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016 shall be deemed incorporated into this Agreement.
- 2.134. The Funder may withdraw funding and terminate this agreement in respect of Recipients which do not meet the following requirements in the most recent early years provision inspection report:
- a. for two-year old children at which the Recipient is not judged by Ofsted to be "good" or outstanding". Where a recipient's grading falls below this, they may, in agreement with the Funder, continue to receive FEEE for existing children but no new children will be allowed funding until the grading returns

³⁷ <https://www.leedsforlearning.co.uk/Services/2443>

³⁸ The reference to the promotion as evidence-based of views and theories contrary to established scientific or historical evidence and explanations is intended to cover the presentation of creationism as fact. It has no bearing on teaching children about religious beliefs, traditions and festivals, and is simply intended to remove funding from providers presenting such views and beliefs as 'fact' or 'science'

- to 'Good' or 'Outstanding';
- b. for three and four-year old children at which the Recipient is judged to be "inadequate" or "requires improvement" or better;
 - c. for two, three and four-year old children at which the Recipient is a childminder registered with a childminder agency which is not judged as "effective".

- 2.135. In the case of early years provision by an early years childminder registered with an early years childminder agency, the Funder may withdraw funding and terminate this agreement if the agency has notified the Funder that in its reasonable opinion the Recipient's provision has ceased to be of satisfactory quality.
- 2.136. The Funder will not withdraw funding from any Recipient if no Ofsted inspection judgement has been published. Once a first inspection is published eligibility to deliver FEEE will be reviewed following each further Ofsted inspection.
- 2.137. The Recipient acknowledges and understands that the Funder may need to consider evidence before terminating this agreement and any delay in acting to terminate this agreement is not to be taken as an indication that the Funder has waived its right to do so.
- 2.138. When an Ofsted judgment is notified to the Funder or published by Ofsted, the Funder will need to carry out a review to assess whether, in all the individual circumstances, it is appropriate to terminate this agreement with the Recipient. Decisions will be made on a case-by-case basis.
- 2.139. The Review process will consider the following:
- a. content of the Ofsted judgment and reasons for the grade;
 - b. the actions the Recipient has and is planning to take to address issues raised;
 - c. Ofsted monitoring information about the Recipient;
 - d. the importance of continuity of care for children who are already receiving their free hours at the Recipient;
 - e. if available the views of any parent with a funded child currently placed at the setting;
 - f. the Funder's duty to ensure sufficiency of free places in the area the Recipient is based in;
 - g. Any other relevant considerations.
- 2.140. During the review period:
- a. The Funder will continue to fund FEEE places for any children who are currently placed and attending in the setting, so there is continuity of provision for the child in the interim.
 - b. No new or additional FEEE places will be allocated or funded to the Recipient following the Ofsted notification until the review is completed.
 - c. The Funder's Family Information Service team will inform the Recipient that termination of the Agreement is being reviewed and ask the Recipient for their written response to the Ofsted Judgment, whether they wish to continue offering FEEE funded places and for the Recipient to produce any other information they wish to be considered as part of the review process.
 - d. The Funder may ask for require documents or additional information be provided by the Recipient as part of the review process.
 - e. A Funder Panel will meet to consider the matters set out in the above paragraphs, the Recipient's individual circumstances and make a recommendation as to whether the Agreement should be terminated. The final decision will be made by the Funder's Director of Children and Families.
 - f. The Funder will notify the Recipient in writing of the outcome of the review with clear reasons for the decision within 5 working days of the decision.
 - g. If the Recipient does not agree with the decision, they can utilise the Appeals process set out below.

2.141. If a Recipient has any outstanding payments due to the Funder including but not limited to rent, rates, or overpayment of other FEEE or grant funding, the Funder will not pay future grant funding in respect of FEEE places until these amounts have been paid, or at its sole discretion, until the Funder is satisfied that a valid and enforceable agreement has been entered into to make such payments.

Appeals process

- 2.142. A Recipient may be denied approval to offer FEEE or have their funding withdrawn as set out above. The Recipient can appeal against that decision.
- 2.143. In order to appeal the Recipient must write to the Funder within 14 days of receiving notice from the Funder of the decision. The Recipient must set out the grounds for appeal and enclose any relevant evidence relied upon.
- 2.144. The Funder will acknowledge receipt within 14 days of receiving the notice of appeal from the Recipient and will notify the Recipient of the date, time and place for an appeal hearing which will be held as soon as reasonably practicable.
- 2.145. The appeal panel will comprise three senior Funder staff who will have had no prior involvement in the matters relating to the appeal.
- 2.146. The appeal panel's decision will be final.

Complaints process

- 2.116. The Recipient shall ensure they have a complaints procedure in place that is published and accessible for parents who are not satisfied their child has received their free entitlement in the correct way, as set out in this agreement and in Early Education and Childcare Statutory guidance for Local Authorities.
- 2.117. Parents shall be notified in writing by the Recipient at the commencement of the service, of their rights to complain and the procedures for ensuring that complaints are dealt with in a positive and effective manner.
- 2.118. The Recipient shall keep records of all complaints made. The action taken as a result will be recorded and records shall be available for inspection and the outcome of the complaint shall be made known to the parent.
- 2.119. In the case of complaints from parents who are not able to resolve their concern directly with the Recipient, where the parent is not satisfied that their child has received their free entitlement in accordance with the legislation or as set out in their agreement and in the Early Education and Childcare Statutory Guidance from Local Authorities, the Recipient must assist the parent in accessing Leeds Children's Services Complaints Procedure³⁹. The Recipient must assist the Funder in investigating such a complaint.

³⁹ <https://www.leeds.gov.uk/children-and-families/complaints-to-childrens-services>

2.120. If the Recipient has a complaint with the Funder, then they shall use Leeds Children's Services Complaints Procedure.

2.121. If a parent or Recipient is not satisfied with the way in which their complaint has been dealt with by the Funder or believes the Funder has acted unreasonably, they can make a complaint to the Local Government Ombudsman. Such complaints will only be considered when the local complaints procedures have been exhausted.

Annex A: Parental Declaration Form for Free Early Education Entitlement (FEEE)

1. Setting details

Setting Name	
Setting URN	

2. Child's details

First name:		Preferred Surname:	
Surname:		Middle name(s):	
Date of Birth		Gender:	M / F
Ethnicity:			
Present During EY Census	Yes		No

3. Parent's details

Parent/Carer 1 Name		Parent/Carer 1 DOB	
Parent/Carer 1 NI Number:			

Parent/Carer 2 Name		Parent/Carer 2 DOB	
Parent/Carer 2 NI Number:			

4. Child's home information

Building name / no.		Street	
Area		Town / city	
Postcode		Telephone number	

5. 2-year-old FEEE

To access the 2-year-old FEEE your child must meet the eligibility criteria, please indicate below if your child meets the criteria and which of the criteria they meet. Either **Economic (ECO)** checked with Leeds City Council; **Looked After Child (LAA)** proof shown to provider; Child Disability Living Allowance (**DLA**) proof shown to provider; or **SEND (HSD)** proof shown to provider.

Eligible for 2-year-old FEEE:	YES	NO	2-year FEEE Eligibility (Please state under which criteria the child is eligible)	
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6. FEEE Additional Entitlement

To access the FEEE Additional Entitlement you must have applied for a voucher code via the [HMRC's 30 hour code application](#) and confirmed your eligibility with your childcare provider, please indicate below if your child meets the criteria and input your voucher code.

Eligible for the FEEE additional entitlement:	YES	NO	30-hour voucher code:	
-----------------------------------------------	-----	----	-----------------------	--

7. Early Years Pupil Premium (EYPP) Registration Form

The Early Years Pupil Premium (EYPP) is an additional sum of money paid to childcare providers for children of families in receipt of certain benefits and accessing 3- and 4-year-old FEEE. This funding will be used to enhance the quality of their early years' experience by improving the teaching and learning and facilities and resources, with the aim of impacting positively on your child's progress and development. For more information, please speak to your childcare provider.

8. Disability Access Fund Declaration

Three- and four-year old children who are in receipt of child Disability Living Allowance (DLA) and are receiving the free entitlement are eligible for the Disability Access Fund (DAF). DAF is paid to the child's early years setting as a fixed annual rate of £828 per eligible child. Please supply evidence of DLA to your provider.

Is your child eligible and in receipt of Disability Living Allowance (DLA)?:	YES	NO
------------------------------------------------------------------------------	-----	----

9. Attendance details

- You need to agree and complete this Declaration Form with each setting your child attends for their FEEE universal entitlement (Eligible 2-year-olds and 3/4-year-olds) or FEEE additional entitlement (Eligible 3/4-year-olds only) per annum (Financial Year April-March) in order to ensure that funding is paid fairly between them.
- The maximum entitlement per annum (Apr-Mar) is 570 hours Universal Entitlement, and if eligible 570 Additional Entitlement. Please speak to your childcare setting about the FEEE sessions they operate (hours and days). These should be detailed on your contract with them, and via child registers.
- Your child can attend a maximum of two sites (refers to provider postcode) in a single day. It is the parent's decision how the funding is allocated between all providers who offer both universal and extended funding. However, if one of the Providers only offers universal entitlement funded places, that Provider must inform the parent prior to the child taking up the place that they will claim Universal Entitlement only.

My child is claiming FEEE with this setting from:

Claim start date	
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Until (*this can be entered once known*)

Claim end date	
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My child is attending the following settings for the FEEE Universal Entitlement for eligible 2-year-olds and 3/4-year-olds:

	Setting Name(s)	Please enter total Universal FEEE hours attended
A		
B		
C		
Total Annual FEEE hours Attended		

My child is attending the following settings for the FEEE Additional Entitlement FEEE for eligible 3/4-year-olds:

	Setting Name(s)	Please enter total Additional FEEE hours attended
A		
B		
C		
Total Annual FEEE hours Attended		

If your child attends any hours above the Universal or Additional FEEE, please indicate this here:

Hours Attended Above FEEE	
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If your child is splitting their free entitlement across two or more providers, please nominate the main setting where the local authority should pay the DAF/EYPP (this should be the provider claiming universal entitlement):

Setting Name	
--------------	--

10. Parent/Carer/Guardian with legal responsibility declaration

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 and inform me which funding streams my child is eligible for.

In addition, I also agree that the information I have provided can be shared with the local authority and Department for Education, who will access information from other government departments to confirm my child's eligibility for 2-year-old FEEE or the FEEE additional Entitlement and enable this provider to claim Early Years Pupil Premium (EYPP) or Disability Access Fund (DAF) on behalf of my child.

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

If any of the above information changes a new parental declaration form must be completed immediately.

11. Data privacy

Free Early Education Entitlement PRIVACY NOTICE

Leeds City Council takes its obligations under the UK Data Protection legislation very seriously. The information you provide will be subject to rigorous measures and procedures to make sure that it cannot be seen, accessed, or disclosed to anyone who should not see it. Our service also needs to use sensitive personal data relating to you (also called “special category data”) which requires more protection by us to keep it safe. Leeds City Council are the owner (data controller) of this information and therefore obliged to fully comply with the UK Data Protection Legislation.

Any personal and sensitive information you provide will be collected, used, shared, and held by Leeds City Council specifically to support your child’s learning and development with regard to Free Early Education Entitlement (FEEE) allocation, which includes deciding eligibility and amount of funding, assessment of any Special Educational Needs a child may have, as well as monitoring attainment. We collect and hold your information to exercise a public task in our official authority related to the provision and monitoring of Free Early Education Entitlement.

As part of the assessment of eligibility, Leeds City Council will need to share some of your information with the following internal and external services; Children’s services, Safeguarding, Sufficiency & Capacity, Early Years improvement Leeds Health teams and Department for Education. We will keep your personal information up to your child’s 25th birthday in line with the Leeds City Council retention schedule.

Should you object to Leeds City Council using your information in this way, your child would be unable to receive an allocation of Free Early Education Entitlement and would therefore miss out on funding they are eligible and entitled to.

You have rights in respect of the information we hold about you, including the right to ask for access to your information or to withdraw from this process. Further information in respect of your rights is available at <https://www.leeds.gov.uk/privacy-and-data/data-protection-act>. To exercise any of your rights, please contact the Family Information Service on **0113 378 9700** or via emailing fееqueries@leeds.gov.uk, or contact: dpfoi@leeds.gov.uk; any One Stop Centre, or send to Information Management & Governance, PO Box 837, LS1 9PZ, and we will advise you of the procedure.

Further information in respect of your privacy and your information is available at: <https://www.leeds.gov.uk/>. This includes contact information for Leeds City Council’s Data Protection Officer. A paper copy of this information is available on request.

Annex B
Funded Early Education Entitlement (FEEE) 2-year-olds:
Term Dates, Deadlines and Payment dates: Financial Year 2023 – 2024

	Autumn Term 2023	Spring term 2024	Summer Term 2024
Eligible Dates of Birth	01/09/2020 – 31/08/2021	01/01/2021 – 31/12/2021	01/04/2021-31/03/2022
Funded Term Dates	4th September – 22nd December 2023 *Non-Funded Week* 23rd – 29th October 2023	8th January – 28th March 2024	15th April – 23rd July 2024
Half Term: - Non-Funded	30th October – 5th November 2023	12th – 18th February 2024	27th May – 2nd June 2024
No. of Term Time Funded Weeks	14*	11	13
No. of Funded Hours per term	210	165	195
Website Opens for Estimates	1st August 2023	1st December 2023	1st March 2024
Website Opens for Actuals	1st August 2023	1st December 2023	1st March 2024
Estimates	Estimate deadline: 18th August 2023 Estimates can be adjusted any time after this. If done by 3 rd Friday of the month, this will update the following month's payment.	Estimate deadline: 14th December 2023 Estimates can be adjusted any time after this. If done by 3 rd Friday of the month, this will update the following month's payment.	Estimate deadline: 15th March 2024 Estimates can be adjusted any time after this. If done by 3 rd Friday of the month, this will update the following month's payment.
Monthly Payment dates	1st Wednesday of each month	1st Wednesday of each month	1st Wednesday of each month
Actuals deadline & Website Closure date	10th November 2023	18th January 2024	14th June 2024
Final balancing payment date	6th December 2023	6th March 2024	7th August 2024

**Funded Early Education Entitlement (FEEE) 3 & 4-year-olds:
Term Dates, Deadlines and Payment dates: Financial Year 2023 - 2024
Universal Entitlement (15 hours) and Extended Entitlement (15 hours)**

	Autumn Term 2023	Spring term 2024	Summer Term 2024
Eligible Dates of Birth	01/09/2018 – 31/08/2020	01/01/2019 – 31/12/2020	01/04/2019 – 31/03/2021
Funded Term Dates	4 th September – 22 nd December 2023 *Non-Funded Week* 23 rd – 29 th October 2023	8 th January – 28 th March 2024	15 th April – 23 rd July 2024
Half Term: - Non-Funded	30 th October – 5 th November 2023	12 th – 18 th February 2024	27 th May – 2 nd June 2024
No. of Term Time Funded Weeks	14*	11	13
No. of Funded Hours per term	210 / 420	165 / 330	195 / 390
Website Opens for Estimates	1 st August 2023	1 st December 2023	1 st March 2024
Website Opens for Actuals	1 st August 2023	1 st December 2023	1 st March 2024
Estimates	Estimate deadline: 18th August 2023 Estimates can be adjusted any time after this. If done by 3 rd Friday of the month, this will update the following month's payment.	Estimate deadline: 14th December 2023 Estimates can be adjusted any time after this. If done by 3 rd Friday of the month, this will update the following month's payment.	Estimate deadline: 15th March 2024 Estimates can be adjusted any time after this. If done by 3 rd Friday of the month, this will update the following month's payment.
Monthly Payment dates	1 st Friday of each month	1 st Friday of each month	1 st Friday of each month
Actuals deadline & Website Closure date	10 th November 2023	18 th January 2024	14 th June 2024
Final balancing payment date	1 st December 2023	1 st March 2024	2 nd August 2024
Deprivation Uplift Payment	1 st December 2023	1 st March 2024	2 nd August 2024
Early Years Pupil Premium Payment	1 st December 2023	1 st March 2024	2 nd August 2024

Annex C: Leaver form

This form must be completed and returned via a secure method to the Council for any child who leaves after the website closure date. The Council will use the information in this form to adjust the headcount data.

1. Setting details

Setting Name	
Setting URN	

2. Child's details

First name:		Gender:	M / F
Surname:		Date of Birth	
Ethnicity:			

3. Child attendance details

Hours claimed with setting in the term	
Claim end date*	

*Providers are allowed to include a notice period as part of their business model, however for the purposes of FEEE it is between the Provider and the parent whether this is claimed for or paid by the parent.

4. New Setting details (if the child is moving to a new setting and you know which setting this is, please complete this section)

Setting Name	
Child start date	

5. Signatures

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