



Schools Sector - Memorandum of Understanding for the Provision of Early Education Funding (EEF)

Effective from 1 November 2025

(Final Version - 31 October 2025)

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1. Key Local Authority Responsibilities

- 1.1 The Local Authority must secure an Early Education Funded (EEF) place for every eligible child in their area.
- 1.2 The Local Authority should work in partnership with the School Provider to agree how to deliver EEF entitlement places.
- 1.3 The Local Authority should be clear about their role and the support on offer locally to meet the needs of children with special educational needs and/or disabilities (SEND) as well as their expectations of providers.
- 1.4 The Local Authority must contribute to the safeguarding and promote the welfare of children and young people in their area.

2. Key Provider Responsibilities

- 2.1 The School Provider must comply with all relevant legislation and insurance requirements.
- 2.2 The School Provider must deliver the EEF 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 (i.e. must not offer different EEF packages or terms to different families based on either the entitlement they receive or their decision to pay for additional services.). This means that the School Provider must be clear and communicate to parents details about the days and times that they offer EEF places, along with their services and charges. Those children accessing the EEF entitlements should receive the same quality and access to provision.
- 2.3 The School Provider must follow the Early Years Foundation Stage (EYFS) and have clear safeguarding policies and procedures in place that link to the Local Authority's guidance for recognising, responding, reporting, and recording suspected or actual abuse.
- 2.4 The School Provider must have arrangements in place to support children with special educational needs and/or disabilities (SEND). These arrangements should include a clear approach to identifying and responding to SEND. School Providers should utilise the SEN Inclusion Fund and Disability Access Fund to deliver effective support, whilst making information available about their SEND offer to parents.

3. Safeguarding

- 3.1 The Local Authority has overarching responsibility for safeguarding and promoting the welfare of all children and young people in their area. It 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 guidance sets these out in detail.
- 3.2 The School Provider must follow the EYFS and have clear safeguarding policies and procedures in place that are in line with local guidance and procedures for responding to and reporting suspected or actual abuse and neglect. A lead practitioner must take

responsibility for safeguarding, and all staff must have training to identify signs of abuse and neglect. The Provider must have regard to 'Working Together to Safeguard Children' 2018 guidance.

4. Eligibility

- 4.1 The School Provider must:
- a. Ensure the child is eligible to access an EEF place (as defined in defined in A1 of the current Early Education and Childcare Statutory guidance for Local Authorities).
 - b. Check original copies of documentation to confirm a child has reached the eligible age on initial registration for all EEF entitlements.
 - c. Retain paper or digital copies of documentation to enable the Local Authority to carry out audits and fraud investigations.
 - d. Ensure that any documentation that is retained is stored securely for a minimum period of 6 years from the expiration of this Agreement. Thereafter the documentation must be handled and securely destroyed in accordance with BS EN 15713:2009 unless there are legal, regulatory, or other legitimate purposes to retain the documentation for a longer period. Failure to retain essential documentation may result in reclaiming of funding by the Local Authority
- 4.2 The School Provider should offer disadvantaged two-year-old places on the understanding that the child remains eligible until they become eligible for the universal entitlement for three- and four-year-olds.
- 4.3 The Local Authority must ensure that a child has an EEF place no later than the beginning of the term following the child and the parent meeting the eligibility criteria for the EEF entitlements.
- 4.4 Alongside the eligibility code, which is the child's unique 11-digit number and original copies of documentation (see section 4.1), the School 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. The School Provider must use the Parental Agreement at Annex A which asks the parent for the necessary information and consents.
- 4.5 Once a School Provider has received written consent from the parent, they should verify the eligibility code with the Local Authority, as detailed in section 4.7.
- 4.6 The Local Authority will confirm the validity of eligibility codes to allow providers to offer places for eligible children aged 9 months and above. The Local Authority will provide a validity checking service to School Providers to enable them to verify the eligibility code.
- 4.7 The Local Authority checking service will be facilitated through the on-line Provider Portal which the School Provider must use to check the validity of the eligibility code.
- 4.8 Thereafter the Local Authority should complete audit checks to review the validity of eligibility codes for children who qualify for the working parents' EEF entitlements at six

fixed points in the year, both at half term and at the end of term across the year (in line with the dates listed at Table A). It is the Local Authority's responsibility to notify the School Provider where a parent has fallen out of eligibility and inform them of the grace period end date.

Table A: Grace Periods

Validity End Dates	Local Authority Audit Dates	Grace Period End Date
1 January–10 February	11 February	31 March
11 February–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

- 4.9 All eligible children who meet the prescribed criteria can take up an EEF place, from the term after the child reaches the relevant age of eligibility, regardless of a Parent's ability to pay for any additional hours or services.
- 4.10 Two year old disadvantaged families who become eligible after the beginning of the term following the child's second birthday will be entitled to an EEF place from the date of eligibility.
- 4.11 Parents of children who become eligible for the working parents' entitlement after the termly deadlines specified by HMRC Childcare Choices will not be entitled to the extended entitlement until the beginning of the next term.

5. Grace Period

- 5.1 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 2022, as determined by HMRC or a First Tier Tribunal in the case of an appeal.
- 5.2 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.
- 5.3 The Local Authority should continue to fund a place for a child who enters the grace period as set out in the most recent version of the Early Education and Childcare Statutory Guidance for Local Authorities.

- 5.4 The Local Authority will undertake termly audits, in line with the audit dates specified in Table A and notify the School Provider of the results so that they know which children who have fallen into the grace period.
- 5.5 The School Provider must inform any parents whose children have fallen into the grace period as soon as possible after being notified the termly grace period audits have taken place.
- 5.6 The School Provider should inform parents that if they fall back into eligibility during the grace period, the working parent entitlement for their child beyond the grace period are subject to availability.
- 5.7 Children should not start a new working parent entitlement with the School Provider during the grace period. This includes:
 - a. Where a parent falls into their grace period before the child has started their place.
 - b. Where a parent falls into their grace period whilst their child is in a place with a different provider and is seeking to move their child to a different provider.
- 5.8 In exceptional circumstances, the Local Authority may allow a child to change providers during the grace period, e.g. if the current provider is no longer able to offer EEF places.

6. Flexibility

- 6.1 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.
- 6.2 The School Provider should work with the Local Authority and share information about the times and periods at which they are able to offer EEF entitlements, to support the Local Authority to secure sufficient stretched and flexible places to meet Parental demand in the Local Authority. The School Provider will also be required to submit on-line childcare sufficiency returns, to enable the Local Authority to carry out its' statutory sufficiency duties. The School Provider must also make information about their offer and admissions criteria available to parents at the point the child first accesses provision at their setting
- 6.3 Evidence shows that continuous provision is in the best interests of the child. Where it is reasonably practicable, the School Provider should ensure children are able to take up their EEF hours in continuous blocks and avoid artificial breaks being created in the day, particularly during the lunch time hour/session which should form part of the EEF provision where the child is attending a morning and afternoon session.
- 6.4 Children may take up their EEF entitlement at more than one provider providing they do not exceed two sites in any single day.
- 6.5 Where a child takes up their EEF entitlement at more than one site, funding will be allocated in line with section 13.8 -13.10.

- 6.6 The School Provider must ensure that the EEF hours are not compressed, i.e. the parent cannot take more than 15 hours (or 30 hours where eligible) per week over fewer than 38 weeks of the year. However, a parent can choose a provider who is open for less than 38 weeks of the year and therefore receive 15 hours (or 30 hours where eligible) per week over fewer weeks.

7. Partnership Working

- 7.1 Partnerships should be supported by the Local Authority on four levels between:
- i. Local Authority and providers
 - ii. Providers working with other providers, including childminders, schools and organisations
 - iii. Providers and parents
 - iv. Local Authority and parents
- 7.2 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.
- 7.3 The School 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. This can be found at <http://www.familyandchildcaretrust.org/dfes-30-hour-mixed-model-partnership-toolkit>
- 7.4 The School Provider should discuss and work closely with parents to agree how a child's overall care will work in practice when their EEF entitlement is split across different providers, such as at a maintained setting and childminder, to ensure a smooth transition for the child.
- 7.5 The School Provider must enter into a Parental Agreement as provided at Annex A with all parents whose children are taking up the EEF entitlements, to ensure the necessary information and consents are in place to allow the Provider to claim funding from the Local Authority. The Parental Agreement must clearly state the number of EEF hours the child will be attending each week. The School Provider must not include or claim any EEF hours in the agreement that the child does not access on a regular basis. The Parental Agreement must be signed by the Parent and the School Provider. The Parent must be provided with a signed copy of the Parental Agreement in either paper or electronic format.
- 7.6 The School Provider may choose to add additional fields to the Parental Agreement as provided at Annex A, providing such fields do not contravene any of the national requirements as set out in the Early Education and Childcare Statutory Guidance for Local Authorities. For auditing and verification purposes, the School Provider should not remove any fields contained in the Parental Agreement provided at Annex A.
- 7.7 To support a child's transition to primary school or a new setting, the School Provider is encouraged to share relevant information about the child with the new school/setting.

8. Special Educational Needs & Disabilities

- 8.1 The Local Authority must strategically plan support for children with special educational needs and/or disabilities (SEND) to meet the needs of all children in their local area as per the Special Educational Needs and Disability Code of Practice: 0 to 25 years (January 2015).
- 8.2 The School Provider must ensure owners and all staff members are aware of their duties in relation to the SEND Code of Practice and the Equality Act 2014.
- 8.3 The Local Authority must be clear and transparent about the support on offer in their area, through their local offer, so parents and School Providers can access that support.
- 8.4 The School Provider must 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.

9. Supporting Disadvantaged Families

- 9.1 The Local Authority should promote equality and inclusion, particularly for disadvantaged families, looked after children (LAC) and children in need (CIN) by removing barriers of access to EEF places and working with parents to give each child support to fulfil their potential.
- 9.2 The School 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. The School Provider must ensure all prescribed information is submitted to the Local Authority within the prescribed format and timescales, to enable the Local Authority to check if the child is eligible for EYPP and allocate funding if applicable (i.e. parent name, date of birth and NI/NASS number).
- 9.3 From April 2024, there may be some circumstances where households meet the eligibility criteria for both the disadvantaged two year old entitlement and the working parent entitlement. In these circumstances, the childcare should be provided under the disadvantaged 2-year-old entitlement. The child will remain on the disadvantage entitlement until they become eligible for the universal entitlement for 3 and 4 year olds or 30 hours funded childcare for 3 and 4 year olds if they meet the eligibility criteria. Therefore, households will not lose eligibility for their 15 hours early education, as is currently the case for the disadvantage entitlement.
- 9.4 From September 2025, when the working parent entitlement increases to 30 hours, where households meet the eligibility criteria for both 2 year old entitlements, they should be recorded as taking up 15 hours of the disadvantage entitlement and 15 hours of the working parent entitlement. They will need to reconfirm eligibility every 3 months for the working parent entitlement and from September 2025, they will not be defaulted automatically onto the disadvantage entitlement should they lose eligibility for the working parent entitlement.

10. Quality

- 10.1 The Early Years Foundation Stage (EYFS) statutory framework is mandatory for all schools that provide early years provision and Ofsted-registered early years providers in England. The EYFS sets the standards that all early years providers must meet to ensure that children learn and develop well and are kept healthy and safe.
- 10.2 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. Ofsted inspection judgements (or the inspection judgement of an independent inspectorate approver by the Secretary of State for Education), and a CMA's reasonable opinion of quality at a childminder registered with it, are the sole benchmarks of quality that local authorities can consider when securing quality for the free entitlements.
- 10.3 The School Provider must ensure that any marketing or publicity materials that refer to Ofsted inspection judgements are up to date, and reflective of the most recent published inspection report. This includes any information published on the school's website. Where the School Provider chooses to publish their Ofsted inspection report, they must ensure it is the most recent version.

11. Business Planning and Claims

- 11.1 The Local Authority should clearly set out the documentation that they need to receive from School Providers to support payment and delivery of EEF entitlements and the timetable which School Providers should follow when submitting their documentation, this includes setting out the importance of timely and accurate census returns.
- 11.2 The Local Authority should not carry out audit regimes which are disproportionate or are unnecessarily burdensome to School Providers.
- 11.3 The School Provider should ensure they submit timely and accurate information, including, but not limited to, census returns, supplementary funding claims, childcare sufficiency returns, 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.
- 11.4 The School Provider should maintain accurate financial and non-financial records relating to EEF places and should give the Local Authority access on reasonable notice to all financial and non-financial records relating to EEF places that have been funded by the Local Authority under this Agreement, subject to confidentiality restrictions.
- 11.5 It is the sole responsibility of the School Provider to submit accurate census returns, supplementary claims or other information and documentation as requested by the Local Authority, within the deadlines as notified to the School Provider.

- 11.6 The School Provider can only make census and supplementary claims for eligible children as prescribed in section 4 and must ensure the hours claimed are in line with those agreed in the Parental Agreement.
- 11.7 The School Provider cannot make a census or supplementary Funding Claim for any children where a signed Parental Agreement, as provided at Annex A, is not in place.
- 11.8 The School Provider cannot claim funding for any children who are not present or on roll in the census week, unless the one of the following applies:
- a. The child is absent in the census week due to illness or a pre- agreed absence.
 - b. If the parent has given written notice, and the end of the child's notice period ends before the census week. Where this is the case, providing the child has been in attendance during the current term, the School Provider is permitted to claim funding up to the end of the notice period. These children must not be included in the school census and funding must be claimed via the supplementary process (as detailed under point 11.9a). Where the child's notice period ends after the census week, the School Provider should include them in the school census.
 - c. In the event of non-attendance for the full period leading up to the Monday of census week, for any eligible child, the School Provider must gain written confirmation from the parent that they wish to continue accessing their child's EEF place for that term from the School Provider, otherwise the School Provider cannot include the child in the census funding claim.
- 11.9 The School Provider is permitted to submit a supplementary claim for the following children:
- a. eligible children whose notice period ends prior to the census week, providing the child has attended at some point during the current term. Where this is the case, the School Provider can claim the agreed funded hours as outlined in the signed Parental Agreement, up to the end of the notice period.
 - b. eligible disadvantaged two year old children who take up an EEF place after the census week.
 - c. three and four year old children who take up an EEF universal place after the census week.
 - d. eligible children who take up the working parents' entitlement after the census week, **providing** the child's parent was found to be eligible by HMRC **prior** to the beginning of the term the child became age eligible.
 - e. eligible children who increase their hours of attendance after the census week.

- f. where a child has also been claimed by another provider in the headcount/school census, and the supplementary claim exceeds the termly maximum funded hours, the School Provider will only be funded for any remaining hours/weeks.
- 11.10 The School Provider is only permitted to make a supplementary claim for those children described in section 11.9 for the remaining termly funded weeks/hours, with effect from the Monday after census, or the date on which a signed Parental Agreement was in place, whichever is the latest.
- 11.11 The School Provider must submit all census and supplementary claims within the deadlines specified by the Local Authority. Claims received after the specified deadlines for the term for which they relate will not be processed by the Local Authority.
- 11.12 If the School Provider fails to comply with section 11.11, they cannot subsequently charge the parent for any funded hours that the School Provider should have claimed from the Local Authority.
- 11.13 Where a closure day occurs due to a bank holiday, polling day, or unforeseen circumstances such as severe weather, funerals etc. the School Provider should, wherever possible, offer the missed session/s at an alternative time or allow the Parent to 'bank' the hours for a future date/time. However, this may not always be possible and in such cases the Local Authority will not recover the funding for the temporary period the place is unavailable, unless:
 - a. The temporary closure exceeds 2 weeks.
 - b. the Parent needs to access alternative provision during the temporary closure period.

12. Charging

- 12.1 Provision must be offered within the national parameters on charging practices set out in section A1 of the Early Education and Childcare Statutory Guidance for Local Authorities 2025. Government funding is intended to deliver 15 or 30 hours a week of free, high quality, flexible childcare. The 15 or 30 hours must be able to be accessed free of charge to Parents. There must not be any mandatory charges for Parents in relation to the EEF entitlements. Government funding is not intended to cover the costs of meals, other consumables, additional hours or additional services
- 12.2 The School Provider can charge Parents for the following extras in connection with the EEF entitlements, but these charges must be voluntary for the Parent:
 - a. Consumables to be used by the child, such as nappies or sun cream
 - b. meals and snacks consumed by the child
 - c. 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

- d. any additional, private paid hours according to their usual terms and conditions provided taking up private paid hours is not a condition of accessing an EEF place
- 12.3 The School Provider's childcare offer and costs of chargeable extras must be published on the School Provider's website. This information should be clear, up-to-date and easily accessible to Parents, to enable them to make an informed choice of provider. The Provider must set out, the amounts charged for all the chargeable extras listed in clause 12.2, as well as the pattern of hours that Parents can take the entitlements. When publishing the information:
 - a. The School Provider may use the Childcare Offer & Charges template provided in Annex C. If they choose to publish the information in a different format, it must still include, at a minimum, all the details contained in the template.
 - b. If the School Provider does not have a website, they must complete the Childcare Offer & Charges Template (Annex C) and submit it to the Local Authority, so the information can be published on the Local Authority Family Information Services website.
- 12.4 The School Provider must ensure their invoices and receipts are itemised, and broken down separately into:
 - a. the EEF entitlement hours
 - b. additional private paid hours
 - c. food charges
 - d. non-food consumables charges
 - e. activities charges

Invoices and receipts must also contain the School Provider's full details. Copies of invoices issued to Parents must be retained for a minimum period of 6 years for auditing and verification purposes, as outlined in clauses 14.2 and 14.6.
- 12.5 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, the School Provider must ensure that participation in any optional extra activity is based on parental choice and a willingness to meet the charges. The School Provider must ensure that children who do not participate in optional activities continue to receive provision that complies with the EYFS.
- 12.6 School Providers should be mindful of the impact of charges on families, particularly the most disadvantaged. School Providers who choose to offer the EEF entitlements, are responsible for setting a policy on providing Parents with options for alternatives to additional charges. This policy must offer reasonable alternatives that allow Parents to access the EEF entitlements free of charge, including allowing Parents to supply their own, or waiving the cost of these items
- 12.7 In all cases, these chargeable extras must not be a condition of taking up an EEF place. All parents, including disadvantaged families, must have fair access to a free place. The Council will intervene if the School Provider seeks to make additional hours,

optional services or optional consumables a mandatory condition of taking up an EEF place.

- 12.8 The School Provider must deliver the EEF entitlements consistently (as defined in clause 2.2), so that all children accessing any of the EEF entitlements receive the same quality and access to provision, regardless of whether Parents choose to pay for voluntary hours, voluntary extra services, meals or consumables.
- 12.9 The School Provider must ensure the EEF entitlements are available free of charge and must not charge Parents for the following in connection with the EEF entitlement hours:
- a. 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)
 - b. 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
 - c. business running costs, including, but not limited to, rent, staff wages, cleaning materials, insurance, or utility bills such as energy, gas or water
 - d. registration fees as a condition of taking up a child's free entitlement place
 - e. non-refundable deposits as a condition of taking up a child's entitlement place
 - f. 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
 - g. any additional fees that are not specifically identified and itemised as being for chargeable extras.
- 12.10 School Providers can charge Parents a deposit to secure an EEF place. The deposit must be refunded in full to Parents within a reasonable time scale, and no later than 4 weeks after the child has taken up their EEF place. The Provider should also be mindful of the impact of charging a deposit on the ability of disadvantaged 2 year old families being able to access a place.
- 12.11 The School Provider must work with Parents so that they understand which hours and sessions can be taken as 'free' provision. Not all school providers will be able to offer fully flexible places, but the School Provider should work with Parents to ensure that as far as possible the pattern of the EEF entitlement hours are convenient for parents' working hours. Children should be able to take up their EEF hours in continuous blocks and there must be no artificial breaks in the entitlement hours. For example, a school provider should not offer 10am to midday and 1pm to 3pm as entitlement hours and offer only private paid hours in between.
- 12.12 The School Provider must make it clear to Parents which age ranges they offer the entitlements for, so that Parents can make an informed choice of provider.
- 12.13 If the School Provider elects to accept payment under the Free Early Education Entitlements (FEEE) scheme for any hours of childcare it gives to a Parent, the Parent must have the ability to access each of those hours without the need to pay for any additional hours, or services. i.e. If the hours a child attends are being claimed as FEEE

hours, the charging for those hours must comply with the FEEE rules, and all charges in respect of them must be voluntary.

12.14 The School Provider may decide to limit the number of EEF places they offer per day/week or limit the number of days/hours that the EEF entitlements are available for parents to access. Where the School Provider chooses to do this, they are not permitted to claim the EEF for any other hours that may have additional charges attached to them, by offering 'subsidised' places on the basis that parents pay for meals/consumables/extra activities. For example:

- A school provider has chosen to offer the EEF entitlements in 6 hour blocks Monday to Friday from 09:00-15:00. Where a parent requires childcare before 09:00 or after 15:00 those hours will be a private arrangement between the parent and the carer, in line with the School Provider's usual terms and conditions. i.e. the School Provider is only permitted to claim funding for the EEF entitlements hours it offers between 09:00-15:00.

12.15 The School Provider cannot ask the Parent to pay for their child's EEF place in advance and be refunded later e.g. when the Provider receives the funding for their child's EEF place from the Local Authority.

12.16 The School Provider cannot use EEF payments to offset any outstanding fees a Parent has accrued as a result of any non-funded hours or additional services delivered by the Provider.

13. Funding

13.1 The Local Authority will pay the School Provider an Early Education funding rate that is in line with the Local Authority's approved Early Years Funding Formula.

13.2 The School Provider should accurately complete and submit census and other necessary data returns by the agreed date to support the Local Authority to make payment.

13.3 The Local Authority will make supplementary payments for those children described in sections 11.9 on a pro-rata basis depending on the hours already taken and the number of hours remaining in the term.

13.4 The School Provider must ensure all claims for supplementary payments are submitted by the specified deadlines as the Local Authority will not pay backdated claims from previous terms.

13.5 The Local Authority will make a termly Early Years Pupil Premium payment, for any eligible children included in the School Provider's census or supplementary claim providing all relevant information was submitted to the Local Authority as specified in section 9.2.

13.6 The School Provider must ensure that parents are aware that if their child moves after the census week then any additional/residual funding for that term will not be made available for the child at another setting, unless the following applies:

- a. the move relates to a child in public care (i.e. a looked after child) or a child at risk of becoming looked after
 - b. where a child has stretched or banked hours from a previous term(s) in the current academic year, that have not been used by the end of the required notice period, the School Provider must notify the Local Authority so that any unused hours can be recovered to ensure the child is able to use the hours at another setting and does not miss out on their annual entitlement of hours.
- 13.7 The School Provider accepts that the movement of children after the census/headcount week for a child who is in public care, as described in clause 13.6a, will not necessarily result in additional/residual funding being made available and will only be considered by the Local Authority following a written request by the child/family social worker. In such cases the request for additional/residual funding to be made available should be made by the Provider and must include written confirmation from the child's social worker.
- 13.8 Where the School Provider, for any reason, is unable to continue to offer an eligible child an EEF place, or cannot provide the full EEF hours as set out in the Parental Agreement, where this is:
- a. permanent, the Local Authority will recover any unused funding and make such funding available to the child's new provider. In such cases the School Provider must provide the Parent of the child with reasonable notice in writing of their intention to withdraw the offer of an EEF place. The School Provider must also provide written notification to the Local Authority within 1 week of the notice being given to the Parent.
 - b. temporary, the School Provider should, wherever possible, offer the missed session/s at an alternative time or allow the Parent to 'bank' the hours for a future date/time. However, this may not always be possible and in such cases the Local Authority will not recover the funding for the temporary period the place is unavailable.
 - c. temporary, and in the event the Parent needs to access alternative provision, the Local Authority will recover funding for the temporary period the place is unavailable, to enable the Parent to access their entitlements with a different provider.
- 13.9 Where the School Provider makes an Early Education Funding Claim and another school provider or PVI provider also makes a claim for the same child:
- a. both claims will be regarded as valid provided the combined hours claimed do not exceed the termly maximum hours allowable.
 - b. where the combined hours claimed exceed the termly maximum hours allowable, then the Local Authority will reduce each claim on a pro-rata basis to the termly maximum hours allowable.

- c. on such an occasion the Local Authority will notify each school or PVI provider of their number of eligible hours being claimed and the pro-rata amount to be paid for each child.
- 13.10 Where an Early Education Funding Claim is made by the School Provider on behalf of a child residing outside of the administrative boundary of the Local Authority, the claim will be deemed valid provided the hours claimed do not exceed the termly maximum hours allowable.
- 13.11 If the School Provider makes an Early Education Funding Claim for a child residing outside the administrative boundaries of the Local Authority, and a provider or school from the child's residing local authority also makes a claim, the claim will be deemed valid provided the combined hours claimed does not exceed the termly maximum hours allowable:
 - a. where the combined hours claimed exceeds the termly maximum, the Local Authority will fund the Lancashire School Provider any balancing hours (i.e. the difference between the hours claimed by the non-Lancashire provider and the termly maximum hours allowable).
 - b. if an overpayment has been made, the Local Authority will reclaim the value of the over-claim from the Lancashire School Provider.
- 13.12 If the child is in the academic year in which he/she turns five, the School Provider cannot claim Early Education Funding once the child has taken up a reception place in a maintained school or academy (including during any staggered intake period).
- 13.13 The School Provider must ensure all Early Education Funding received from the Local Authority is used in accordance with the terms of this Memorandum of Understanding.
- 13.14 In the event of a funding dispute between the Provider and the Parent, where the Provider cannot provide a copy of the signed Parental Agreement as provided at Annex B the Local Authority may re-claim the total number of funded hours from the School Provider, for the period in dispute

14. Compliance

- 14.1 The Local Authority can carry out checks and/or audits on School Providers to ensure compliance with the requirements of delivering the EEF entitlements.
- 14.2 The School Provider must keep a satisfactory standard of records (e.g. supporting documentation, registers of attendance, parental agreements, copies of evidence of child's date of birth, two year old eligibility and eligibility for the extended entitlement etc.) in order to support its Early Education funding claims and to ensure satisfactory audit trails. All records will be checked as part of any checks and/or audits undertaken by the Local Authority.
- 14.3 The School Provider will allow the Local Authority access to financial records, documents and other materials relating to the use of the funding and provide such

assistance with their interpretation as the Local Authority may require. Failure to do so may result in the reclaiming of funding by the Local Authority.

- 14.4 In carrying out its checks and/or audits the Local Authority may require the School Provider to supply copies of all relevant information, including but not limited to the information described in section 14.2, relating to the use of Early Education funding.
- 14.5 The Local Authority will provide the School Provider with reasonable notice of any such checks and/or audits.
- 14.6 The School Provider must retain, in paper or electronic format, all information and documents relating to the use of Early Education Funding for a minimum period of 6 years after the expiration of this Agreement and ensure such information is processed in accordance with Data Protection Legislation.
- 14.7 If the School Provider is found to be non-compliant because of the checks and/or audits undertaken by the Local Authority, the School Provider must reimburse the Parent for any charges for additional hours, meals, non-food consumables and extra activities that they were unable to opt out of, within a reasonable timescale.

15. Complaints Process

- 15.1 Where a parent is not satisfied that their child has received their EEF entitlement in accordance with this Agreement and/or the Early Education and Childcare Statutory Guidance for Local Authorities and is unable to resolve their complaint or dispute directly with the School Provider, the parent may contact the Local Authority in order for the Local Authority to investigate the parent's complaint.
- 15.2 Where a parent contacts the Local Authority in the event that they are unable resolve their complaint or dispute directly with the School Provider, the Local Authority may request relevant information from the School Provider in order for the dispute/complaint to be investigated by the Local Authority. The Local Authority will give the School Provider a reasonable amount of time to provide such information to the Local Authority.
- 15.3 The School 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 EEF entitlement in the correct way.
- 15.4 If a parent 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.

16. Monitoring and Tracking

- 16.1 The School Provider must promote good attendance and must record the attendance of all funded children in a register which meets the requirements of Ofsted e.g. a daily record of the names of the children being cared for on the premises, their hours of attendance and the names of each child's key person.

- 16.2 The School Provider needs to be aware of potential safeguarding issues surrounding non-attendance and reduced attendance as well as the impact on a child's development.
- 16.3 The School Provider must monitor the attendance records of all Early Education funded children.
- 16.4 The School Provider must have a robust system in place for monitoring children's attendance and ensure that any concerns arising from poor attendance are dealt with in line with all statutory requirements.
- 16.5 If a child repeatedly fails to attend for the agreed days/full hours, the Provider must discuss the reasons for poor/reduced attendance with the Parent. The Provider should inform the parent that the place may be cancelled or changed if attendance does not improve in line with the agreed hours as they are unable to claim funding if the child is not attending regularly as agreed.

17. General Obligations

- 17.1 The School Provider must have an inclusive admission policy.
- 17.2 The Local Authority will maintain and keep an up-to-date on-line directory of all registered childcare providers within its administrative boundary. All school providers who are registered to offer early education funded places for two, three and four year old children will be listed in the directory. The directory will be made available on the Local Authority's website so that families can search for relevant childcare and early education funded places.
- 17.3 The Local Authority will keep up-to-date information relating to the provision of Early Education Funding on the Local Authority's website www.lancashire.gov.uk.

ANNEX B

Lancashire County Council Early Education Funding (EEF) Parental Agreement

Step 1 – Placement details – provider to complete

Childcare provider/school name:	
Ofsted registration number:	
EEF start date:	

Step 2: Your child's details - parents/carers to complete

Child's Forename(s):	
Child Surname(s):	
Name by which the child is known (if different from above):	
Address:	
Date of Birth:	
Gender:	

Ethnicity:	
Does your child receive Disability Living Allowance as the provider will be able to claim the Disability Access Funding?:	

Step 3: Parent/carer details - parents/carers to complete

Parent / Carer 1	Parent / Carer 2
Surname:	Surname:
Forename:	Forename:
Date of Birth:	Date of Birth:
National Insurance number or Asylum Support Reference Number (previously NASS):	National Insurance number or Asylum Support Reference Number (previously NASS):

Step 4: Document check - provider to complete

Documentary proof of DOB Type (e.g. birth certificate, passport):	
Proof of DOB seen by (name of staff member):	

Date document recorded:	
Working parent eligibility code: (if applicable e.g. 12345678912):	
2 year old golden ticket voucher code (if applicable):	

Step 5: Setting and attendance details - parents/carers to complete with provider

You need to agree and complete this declaration form with each setting your child attends for their funded entitlement to ensure that funding is paid fairly to each of them. Your provider should help you to complete this section.

	Mon	Tues	Wed	Thurs	Fri	Total no. of hours per week	Total weekly charge	No. of weeks per year (e.g. 38,48,51,52)	Total funded hours per year
2YO golden ticket or 34YO universal funded hours per day							£0		
Working parent's funded hours per day							£0		
Additional chargeable hours per day									
Total hours attended per day									

If the total funded hours per year shown in the table are less than the child's annual entitlement, the provider and/or parent may agree to bank the unused hours for future use within the term or year. In such cases, the agreed number of hours to be banked each term MUST be documented on the Banked Hours Form

Your child can attend a maximum of two settings in a single day. If you are splitting your funded entitlement across more than one setting, please complete the table below:

	Mon	Tues	Wed	Thurs	Fri	Total no. of funded hours per week
Setting name/address:						
Setting name/address:						

Note: the maximum number of funded hours your child can receive across all providers is:

- 2 year old families receiving additional forms of support (i.e. 2YO golden ticket): a maximum of 15 hours a week/570 hours per year
- Working families with children aged from 9 months to 4 years old: a maximum of 30 hours a week/1140 hours per year.
- All 3 and 4 years old (i.e. universal funding): 15 hours a week/570 hours per year

Disability Access Funding (DAF)

If your child is splitting their entitlement across more than one setting and is in receipt of DLA please nominate the setting that you want to claim the DAF.

Name of provider nominated to receive DAF
.....

Step 6: Additional Charges - provider and parent to complete

Government funding is intended to deliver 15 or 30 hours a week of free, high quality, flexible early education and care. The 15 or 30 hours must be able to be accessed free of charge to parents, i.e. there must not be any mandatory charges for parents in relation to the early education funded entitlement hours.

Government funding is not intended to cover the costs of meals, other consumables, additional hours or additional services. Providers can charge for consumables, meals and snacks, extra activities and additional hours provided they are not mandatory charges or a condition of accessing a place.

The costs of chargeable extras should be published on provider websites or, where they do not have any website, on local authority Family Information Services. These should be clear,

up-to-date and easily accessible to parents, to enable parents to make an informed choice of provider.

Additional Charges	Mon	Tues	Wed	Thurs	Fri	Total weekly charge £
Meals						
Non-food consumables						
Additional/enhanced activities						
Total £						

Step 7: Notice period – provider to complete

I am entitled to reduce the number of funded hours outlined in this agreement or move my child from the above-named childcare provider to a new childcare provider, providing I give the childcare provider at least

..... weeks written notice.

I understand there will be no transfer of funding within the term unless written notice has been given by the deadlines specified in section 3 of Appendix 1 - Parental Agreement Terms and Conditions of Early Education Funded Places.

Step 8: Parent/Carer/Guardian with legal responsibility declaration

I confirm that the information I have provided above is accurate and true and I agree to the conditions set out in this document

I authorise the provider named in this agreement to claim the early education funded entitlements as agreed above on behalf of my child. I understand that the data collected in this form will be shared with my chosen provider and local authority.

I give consent for the information contained within this agreement to be used by Lancashire County Council for the purposes of checking my eligibility for all elements of the early education funded entitlements (i.e. working families entitlements, 2 year old entitlements for families receiving Government support, Early Years Pupil Premium and Disability Access Fund (if applicable), in accordance with its statutory functions under the Childcare Acts 2006 and 2016, and the School Standards and Framework Act 1998.

I confirm the childcare provider named in this agreement has provided me with a copy of the terms and conditions of funding (Appendix 1) and that I understand these.

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

Data Protection

The Data Protection Act 2018 (the Act) puts in place certain safeguards regarding the use of personal data by organisations, including the Department for Education, local authorities, schools and other early education providers. The Act gives rights to those about whom data is held (known as data subjects), such as pupils, their parents and teachers. This includes:

- The right to know the types of data being held, why it is being held; and to whom it may be disclosed

Should you have any concerns relating to how your information or the information relating to your child/ren is being or will be used, please contact your provider or Lancashire County Council. Please note that information about whether a child is in receipt of Disability Living Allowance is, under the Act, Special Category Data which should be handled appropriately.

Providers are asked to pay particular note to advice from the Information Commissioner's Office on holding personal data including sensitive personal data available at: <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/training-videos/handling-more-sensitive-information/>

Privacy Notice: [Early Years' Service - Lancashire County Council](#)

Annex B – Childcare Offer & Charges Template

Section 1 - Setting Details	
Ofsted Registration No.	
Setting Name	
Address	
Postcode	

Section 2 – Description Of Services Offered	
Opening days & times	
Weeks open in year	
Term time only places	
Available sessions	
Age ranges	
Notes:	

Section 3 - Early Education Funding Offer & Delivery Patterns					
Options	Session times	Total funded hours per day	Days of the week available	Term time availability	Stretched Hours

Notes:					

Section 4 - Charges for Additional Hours			
Where families require additional hours over and above their daily funded entitlements, charges will be applied as follows:			
Chargeable Times	Under 2's	2 Year Olds	3 & 4 Year Olds
Notes			

Section 5 – Charges for Meals & Snacks		
Description	Unit	Unit Price
Notes		

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Section 6 Charges for Non-Food Consumables		
Description	Unit	Unit Price
Notes		

Section 7 Charges for Extra Activities		
Description	Unit	Unit Price
Notes		

Section 8 – Opt-Out Policy & Reasonable Alternatives
<i>Clearly explain what the reasonable alternatives are for parents who wish to opt out of the optional services for meals, non-food consumables and extra activities, so they are clear of the implications for their child.</i>

Explain the process for how parents can opt out of optional services. Also specify the notice period required if they wish to change their decision.

Section 9 - Other Charges

Description	Unit	Unit Price

Section 10 – Tax Free Childcare

If you accept Tax-Free Childcare or Universal Credit Childcare, explain how families can use these schemes at the setting.

