

Provider Agreement

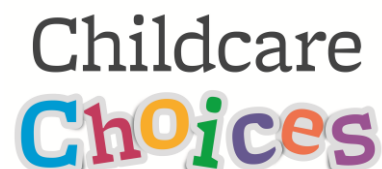
For delivery of funded early years provision for under two, two, three and four year olds

April 2024

Children and young people in Croydon have the chance to thrive, learn and fulfil their potential (Mayor's Business Plan 2022-26)

“Children and young people in Croydon will be safe, healthy, happy and will aspire to be the best they can. The future is theirs”.

(Croydon Partnership Early Years Strategy January 2023)



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Definitions

1.1. The following definitions are used in this agreement:

“Croydon Early Years Funding Portal”	mean a secure web-based electronic system for claiming early years funding.
“EYFS”	means the Early Years Foundation Stage.
“Provider”	<ul style="list-style-type: none">▪ means ‘Early Years Providers’ and include:▪ Early years providers and childminders registered on the Ofsted Early Years Register;▪ Childminders registered with a childminder agency that is registered with Ofsted;▪ Maintained schools, Independent Schools and Academies taking children age two and over and which are exempt from registration with Ofsted as an Early Years provider.
“ECS”	means Eligibility Checking Service.
“Local Authority”	means Croydon Local Authority.
“Ofsted”	means the Office for Standards in Education, Children’s Services and Skills.
“Ofsted Early Years Register”	means the register of all providers working with children aged from birth to five maintained by Ofsted.
“SENCO”	means Special Educational Needs Co-Ordinator.
“SEND”	means Special Educational Needs and/or Disabilities.
“Universal Entitlement”	means the ‘570 hour’ entitlement (most commonly delivered as 15 hours over 38 weeks) for all three and four-year-olds.
“2YO Disadvantaged Entitlement”	means the ‘570 hour’ entitlement (most commonly delivered as 15 hours over 38 weeks) for eligible parents of two-year-olds.
“2YO Expanded Entitlement”	means the ‘570 hour’ entitlement (most commonly delivered as 15 hours over 38 weeks) for eligible working parents of two-year-olds.
“9-month-old Expanded Entitlement”	means the ‘570 hour’ entitlement (most commonly delivered as 15 hours over 38 weeks) for eligible parents of 9-month-olds from September 2024.
“30 hours Extended Entitlement”	means the 30 hours entitlement and is equivalent to a further 15 hours per week for 38 weeks or 570 hours for eligible working parents of three and four-year-olds, and eligible working parents of 9-month-olds, two-, three- and four-year-olds from September 2025.

Section 1: Overview

1.2. In order to fulfil Croydon’s vision for children and young people, and in line with sections 7 and 7A of the Childcare Act 2006 and section 2 of the Childcare Act 2016, the Local Authority is committed to ensuring all young children have access to high quality early years’ provision. Early education and childcare, as determined by the Early Education and Childcare Statutory Guidance (March 2021 and subsequent revisions), is commissioned through the Local Authority’s Children Young People and Education Division as an integral part of Croydon Best Start.

1.3. This agreement applies to:

- the '15 hour' Universal Entitlement for all 3 and 4 year olds
- the '15 hour' Disadvantaged Entitlement for eligible 2-year-olds
- the Expanded Entitlement for 9-month-olds, two, three and four-year-olds of eligible working parents

1.4. This agreement is based on the model agreement produced by the Department for Education¹ with additional local detail where relevant.

1.5. This model agreement will be kept under review and updated as necessary.

Who is the agreement for?

1.6. This agreement is for:

- Croydon local authority
- Early years providers who are referred to as 'providers' and include:
 - Early years providers and childminders registered on the Early Years Register;
 - Childminders registered with a childminder agency that is registered with Ofsted;
 - Independent Schools and Academies taking children age two and over which are exempt from registration with Ofsted as an early years provider.

1.7. A parental declaration is included as Annex A and is for:

- Early years providers, as set out above
- Parents

All settings must complete this with parents and retain the document as this authorises the provider to claim funding from the Local Authority and will need to be available during an early years audit.

Legal framework and statutory guidance

1.8. The following frameworks and legislation (or subsequent revisions) underpin this model agreement:

- Early education and childcare, Statutory guidance for Local Authorities 2024
- Childcare Act 2006
- Childcare Act 2016
- Equality Act 2010
- School admissions code 2021
- Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014
- The Childcare (Early Years Provision Free of Charge) (Expanded or Extended Entitlement) Regulations 2016
- Special educational needs and disability code of practice: 0 to 25 years 2015
- Data Protection Act 2018 and the UK GDPR
- [Education inspection framework \(EIF\) - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/education-inspection-framework-EIF)
- [Statutory framework for the early years foundation stage \(publishing.service.gov.uk\)](https://publishing.service.gov.uk), Information Commissioner's Office (ICO)

¹ The original version can be found: <https://www.gov.uk/government/publications/free-early-years-provision-and-childcare-model-agreement>

Section 2: provider agreement requirements

Key Local Authority responsibilities

- 2.1. The Local Authority must secure a funded entitlement place for every eligible child in their area.
- 2.2. The Local Authority will work in partnership with providers to agree how to deliver funded entitlement places.
- 2.3. The Local Authority will support and promote a Local Offer to meet the needs of children with special educational needs and/or disabilities (SEND) as well as their expectations of providers.
- 2.4. The Local Authority will contribute to safeguarding and promoting the welfare of children and young people in their area.

Key provider responsibilities

- 2.5. The provider must comply with all relevant legislation and insurance requirements.
- 2.6. The provider should deliver the funded entitlements consistently to all parents, irrespective of which funded entitlement the parent receives and regardless of whether or not the parents opt to pay for optional services or consumables. This means that the provider should be clear and communicate to parent's details about the days and times that they offer funded places, along with their services and charges. Those children accessing the funded entitlements should receive the same quality and access to provision.
- 2.7. The provider must follow the Early Years Foundation Stage ("EYFS") and have clear safeguarding policies and procedures in place that link to Local Authority's guidance for recognising, responding, reporting, and recording suspected or actual abuse.
- 2.8. The provider must have arrangements in place to support children with SEND. These arrangements should include a clear approach to identifying and responding to SEND. Providers should utilise the SEND inclusion fund and Disability Access Fund to deliver effective support, whilst making information available about their SEND offer to parents.
- 2.9. As set out in the SEN Code of Practice², providers must have a named SENCO and, where appropriate, a named deputy and ensure that the SENCO is fully trained and supported and has up to date knowledge of policy and practice in relation to children with SEND.

Safeguarding

- 2.10. The Local Authority has overarching responsibility for safeguarding and promoting the welfare of all children and young people in their area. This includes the statutory functions under the 1989 and 2004 Children Acts which are set out in detail in the 'Working together to safeguard children' 2023 guidance³ (and subsequent revisions).

² Please refer to <https://www.gov.uk/government/policies>

³ <https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>

2.11. The provider must follow the EYFS and have clear safeguarding policies and procedures in place that are in line with local guidance and procedures for responding to and reporting suspected or actual abuse and neglect. A lead practitioner must take responsibility for safeguarding and all staff must have training to identify signs of abuse and neglect. The provider must have regard to 'Working Together to safeguard Children' 2023 guidance (and subsequent revisions).

Eligibility

2.12. All three- and four-year-olds are entitled^{Error! Bookmark not defined.} to up to 570 funded hours of childcare per year (equivalent to up to 15 hours for 38 weeks) – this is known as the Universal Entitlement.

2.13. Eligible two-year-olds are entitled⁴ to up to 570 funded hours of childcare per year (equivalent to up to 15 hours for 38 weeks) – this is known as the 2YO Disadvantaged Entitlement.

2.14. Eligible three- and four-year-olds of working parents are entitled^{Error! Bookmark not defined.} to up to 570 additional funded hours of childcare per year (equivalent to up to 15 hours for 38 weeks) – this is known as the Extended Entitlement.

2.15. Eligible two-year-olds of working parents are entitled^{Error! Bookmark not defined.} to up to 570 funded hours of childcare per year (equivalent to up to 15 hours for 38 weeks) – this is known as the 2YO Expanded Entitlement.

2.16. From September 2024 eligible children from 9 months and above of working parents are entitled^{Error! Bookmark not defined.} to 570 funded hours of childcare per year (equivalent to up to 15 hours for 38 weeks) – this is known as the 9-month-old Expanded Entitlement.

2.17. From September 2025 eligible children from 9 months and above of working parents are entitled^{Error! Bookmark not defined.} to up to 570 additional funded hours of childcare per year (equivalent to up to 15 hours for 38 weeks) – this is known as the Extended Entitlement.

2.18. All funding begins at the start of the following term after a child becomes 9 months / 2 years / 3 years as shown below:

2.18.1. Children who become 9 months, 2 years, or 3 years in the period 1 January to 31 March in any given calendar year become eligible at the start of term beginning on or following 1 April.

2.18.2. Children who become 9 months, 2 years, or 3 years in the period 1 April to 31 August in any given calendar year become eligible at the start of term beginning on or following 1 September.

2.18.3. Children who become 9 months, 2 years, or 3 years in the period 1 September to 31 December in any given calendar year become eligible at the start of term beginning on or following 1 January.

2.19. The provider should check the child's original birth certificate or passport to confirm a child has reached the eligible age on initial registration for all funded entitlements. The provider is permitted to retain copies (paper, digital or otherwise) of documentation used to verify age to enable the Local Authority to carry out audits and fraud investigations. The provider is required to sign the parent declaration to note that they have seen and

⁴ For eligibility see latest government guidance at <https://www.gov.uk/get-childcare>

verified the original documentation provided. Where a provider retains a copy of documentation this must be stored securely and deleted when there is no longer a good reason to keep the data.

- 2.20. The provider should offer places to disadvantaged 2-year-olds on the understanding that the child remains eligible until they can access the Universal Entitlement for three-and four-year-olds.
- 2.21. The Local Authority will work with providers to ensure that a child has a funded entitlement place no later than the beginning of the term following the child and the parent meeting the eligibility criteria for the funded entitlement(s).
- 2.22. Alongside the eligibility code, which is the child’s unique 6 character voucher code or 11-digit number, and an original copy of the child’s birth certificate or passport (see 2.18), a provider must acquire written consent from, or on behalf of, the parent to be able to receive confirmation and future notifications from the Local Authority of the validity of the parent’s eligibility code. This permission is included within the Parent Declaration.
- 2.23. Once a provider has received written consent from the parent, they should verify the eligibility code via the Croydon Early Years Funding Portal.
- 2.24. The Local Authority will use the national ECS and will confirm the validity of all eligibility codes to allow providers to offer funded entitlement places for eligible children. The Local Authority will provide a validity checking service to providers to enable them to verify the eligibility code.
- 2.25. Thereafter, the Local Authority will complete audit checks to review the validity of eligibility codes 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 as listed at table A below). The Local Authority will notify a provider where a parent has fallen out of eligibility and inform them of the grace period end date.

Table A:

Date parent receives ineligible decision on reconfirmation:	Local Authority audit date:	Grace Period End date:
1 Jan – 10 Feb	11 February	31 March
11 Feb – 31 March	1 April	31 August
1 April – 26 May	27 May	31 August
27 May – 31 August	1 September	31 December
1 September – 21 October	22 October	31 December
22 October – 31 December	1 January	31 March

The Grace Period

- 2.26. 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) (Expanded or

Extended Entitlement) Regulations 2016 (or subsequent revisions), as determined by HMRC or a First Tier Tribunal⁵ in the case of an appeal.

- 2.27. The Local Authority will be able to access information about whether a child has ceased to meet the eligibility criteria and entered into the grace period via the ECS and, if not, when their grace period ended/ends.
- 2.28. The Local Authority 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 2024.
- 2.29. There will be no extensions to the grace period.

Flexibility

- 2.30. 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 (or in subsequent revisions).
- 2.31. Where possible, providers should offer flexible packages of funded entitlements.
- 2.31.1. The maximum number of funded hours in one day is 10 hours.
 - 2.31.2. There is no minimum session length.
 - 2.31.3. Funding can only be claimed between 6 am and 8 pm.
 - 2.31.4. Funding can be split across two different settings.
 - 2.31.5. There is a maximum of two sites⁶ in a single day.
 - 2.31.6. **Term time offer** providers offer a specific number of hours a week (typically a maximum of 15 hours for the Disadvantaged, Expanded or Universal Entitlement and 30 hours for the Extended Entitlement) over 38 weeks. **Term dates:** Summer - 13 Weeks, Autumn - 14 weeks, Spring - 11 weeks.
 - 2.31.7. **Stretched offer:** providers offer fewer hours over more weeks e.g. 11 or 22 hours over 51 weeks or 12 or 24 hours over 47 weeks.
- 2.32. The provider and the Local Authority will agree the pattern of provision for the delivery of funded entitlements. This will be negotiated each year and set out in writing and published on The Local Authority's Family Information Directory and will form part of this agreement. The provider must inform the Local Authority of any changes to their offer.
- 2.33. The provider must make information about their offer and admissions criteria available to parents at the point the child first accesses provision at their setting.
- 2.34. Where a child is receiving their entitlement at different providers, the parent will agree with both providers which hours they will claim. All providers delivering the funded

⁵ The First Tier Tribunal is an independent judicial body within Her Majesty's Courts and Tribunal Service (HMCTS) that considers appeals against decisions made in relation to early education amongst other aspects of local government services.

⁶ Please note a site refers to location and not a setting. So, for example, a child may attend a breakfast club and nursery setting based on one site, but with separate Ofsted registration and this would be defined as one site (page 16, Early education and childcare statutory guidance for local authorities June 2018)

entitlements are responsible for checking the child's eligibility code (if applicable) and for informing the Local Authority how the entitlement is allocated.

2.35. All providers delivering funded hours are responsible for the delivery of the EYFS and must be pro-active in sharing children's progress in their learning and development with other providers who are also delivering the entitlements for the same child.

Partnership working

2.36. The Local Authority supports and will promote partnership working between different types of providers, including childminders, across all sectors and encourage more providers to offer flexible provision, alongside other providers.

2.37. The provider will work in partnership with parents, carers and other providers to improve provision and outcomes for children in their setting.

2.38. The provider should discuss and work closely with parents to agree how a child's overall care will work in practice when their free entitlement is split across different providers, such as at a maintained setting and childminder, to ensure a smooth transition for the child.

2.39. Equality and Diversity

The Local Authority believes in the dignity of all people and their right to respect and equality of opportunity. We value the strength that comes with difference and the positive contribution that diversity brings to our community. Our aspiration is for Croydon to be safe, welcoming, and inclusive. It is for this reason we will develop an Equality Pledge that commits signatory public, voluntary or private sector organisations to appreciate and value the benefits that different communities contribute to Croydon.

2.40. All organisations and employers in Croydon are being asked to read and sign up to the George Floyd pledge. <https://www.croydon.gov.uk/community-and-safety/equality-and-diversity/croydon-equalities-pledges/george-floyd-race-matters-pledge>

Special educational needs and disabilities

2.41. The Local Authority must strategically plan support for children with 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 years⁷ (January 2015 or subsequent revisions).

2.42. The provider must ensure owners and all staff members are aware of their duties in relation to the SEND Code of Practice and the Equality Act 2010 (or subsequent revisions).

2.43. The Local Authority must be clear and transparent about the support on offer in their area through their Local Offer, so parents and providers can access that support.

2.44. The provider should be clear and transparent about the SEND support on offer at their setting and make information available about their offer to support parents to choose the right setting for their child with SEND.

⁷https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/398815/SEND_Code_of_Practice_January_2015.pdf

Social mobility and disadvantage

- 2.45. The Local Authority proactively promotes 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.
- 2.46. The provider should ensure that they have identified the disadvantaged children in their setting as part of the process for checking EYPP eligibility and will use EYPP funding to improve outcomes for this group.
- 2.47. For households who meet the eligibility criteria for both the 2YO Disadvantaged Entitlement and 2YO Expanded Entitlement, 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 15 hours Universal Entitlement for 3- and 4-year-olds or 30 hours Extended Entitlement for 3- and 4-year-olds if they meet the eligibility criteria.
- 2.48. From September 2025, when the extended entitlement increases to 30 hours for eligible working parents of 9-month-olds and above, households who meet the eligibility criteria for both 2-year-old entitlements (2YO Disadvantage Entitlement and 2YO Expanded Entitlement), they should be recorded as taking up 15 hours of the 2YO Disadvantage Entitlement and 15 hours of the 2YO Expanded Entitlement. They will need to reconfirm eligibility every 3 months for the Expanded Entitlement and from September 2025, they will not be defaulted automatically onto the disadvantage entitlement should they lose eligibility for the expanded entitlement.

Quality

- 2.49. The EYFS statutory framework is mandatory for all schools that provide early years provision and Ofsted-registered early years providers, including childminding agency registered providers, in England. The EYFS sets the standards that all early years providers must meet to ensure that children learn and develop well and are kept healthy and safe.
- 2.50. Ofsted are the sole arbiter of quality for all funded entitlements. Ofsted and inspectorates of independent schools have regard to the EYFS in carrying out inspections and report on the quality and standards of provision.
- 2.51. Under Section 13 of the Childcare Act 2006, Local Authorities have a legal duty⁸ to provide information, advice, and training on meeting the requirements of the EYFS, meeting the needs of children with SEND and, on effective safeguarding and child protection for providers who are rated less than 'Good' by Ofsted, or who are newly registered.
- 2.52. Provision must be offered in accordance with the national parameters on quality as set out in Section A3 of the Early education and childcare Statutory guidance for local authorities and the EYFS statutory framework (in force at the time).

⁸ For more information on this duty see the Early education and childcare Statutory guidance for local authorities (March 2021 and subsequent revisions)

Business planning

2.53. In order to deliver funding on behalf of the Local Authority, providers must email child.care@croydon.gov.uk the following completed documents:

- Accreditation for funding application form (Annex B)
- Signed Provider Declaration as part of the Provider Agreement

Assuming all the documentation is in order, providers will be asked to complete a form to provide bank details and will be provided with login details to the Croydon Early Years Funding Portal. All applications are reviewed on a termly basis and if unsuccessful providers cannot re-apply until the following term. Full details of the timetable of submission of funding information can be found in Annex C.

2.54. The Local Authority will not invoke administrative charges on providers for providing late or incomplete information leading to additional administration in the processing of funded entitlements. However, the Local Authority reserves the right to suspend payments if information is not submitted in accordance with Annex C.

2.55. The Local Authority will not carry out audit regimes which are disproportionate or are unnecessarily burdensome to providers.

2.56. The provider should submit timely and accurate information, including, but not limited to, headcount data and census data, as per the financial timetable in Annex C. Failure to do so may result in inaccurate, delayed, or suspended funding.

2.57. The provider should maintain accurate financial and non-financial records relating to funded entitlement places and should give the Local Authority access on reasonable written notice to all financial and non-financial records relating to funded entitlement places funded under this agreement, subject to confidentiality restrictions.

Charging

2.58. Government funding is intended to cover the cost to deliver 15 or 30 hours a week of free, high quality, flexible childcare. It is not intended to cover the cost of meals, consumables, additional hours, or additional services.

2.59. The provider can charge for meals and snacks as part of a funded entitlement place, and they can also charge for consumables such as nappies or sun cream and for services such as trips and yoga. Where the funded hours are part of a larger package, providers must make this clear to parents at the outset so that parents are aware of their options, such as allowing parents to supply their own meals/snacks.

2.60. The provider should deliver the funded entitlements consistently so that all children accessing any of the funded entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals, or consumables.

2.61. The Local Authority 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 funded place. The provider should be completely transparent about any additional charges.

2.62. The provider should publish their admissions criteria and ensure parents understand which hours/sessions can be taken as funded provision. Not all providers will be able to

offer fully flexible places, but providers should work with parents to ensure that as far as possible the pattern of hours are convenient for parents' working hours.

- 2.63. The provider cannot charge parents a deposit, registration, or similar fee in order to access only their funded entitlement at the setting. The provider cannot charge parents fees in advance for the funded entitlement and then refund such payments at a later date. However, there are no such restrictions on any additional hours a parent may wish to purchase.
- 2.64. The provider cannot charge parents "top-up" fees (the difference between a provider's usual fee and the funding they receive from the Local Authority to deliver funded places) or require parents to pay a registration fee as a condition of taking up their child's funded place.
- 2.65. The provider should ensure their invoices and receipts are clear, transparent, and itemised, allowing parents to see that they have received their funded entitlement completely free of charge and understand fees paid for additional hours or services. The provider will also ensure that receipts contain their full details so that they can be identified as coming from a specific provider.

Funding and Payments

- 2.66. The Local Authority pays providers via three instalments a term.
- 2.67. The provider should accurately complete and submit headcount and other necessary data returns by the agreed date to support the Local Authority to make payment, please see timetable in Annex C.

Compliance

- 2.68. The Local Authority can carry out checks and/or audits on providers to ensure compliance with the requirements of delivering the funded entitlements.
- 2.69. Every term a small cross-section of providers will be selected by the Local Authority for an early years audit. Individual settings will be notified by email of the audit date. During the visit, documentation for six children will be requested e.g., Parent Declaration. The setting will receive a copy of the findings along with any recommendations; a follow up audit may be undertaken if any of the conditions of funding are not being met.

Termination of the agreement and withdrawal or suspension of funding

- 2.70. Suspension of registration by Ofsted may result in the termination of the arrangement and withdrawal of funding.
- 2.71. This agreement will also be terminated and funding withdrawn immediately where a resolution is passed or an order is made for the winding up of a provider, or the provider becomes subject to an administration order or a receiver or administrative receiver is appointed or any encumbrancer takes possession of any of the provider's property or equipment, or if the provider ceases or threatens to cease to carry on business in the United Kingdom.

- 2.72. The statutory guidance requires the Local Authority to fund all newly registered providers until their first full Ofsted inspection provided, they are willing to accept the funding rates and conditions herein.
- 2.73. The Local Authority is instructed to “Rely solely on the Ofsted inspection judgement of the provider or the childminder as the benchmark of quality”⁹ and, funding will remain in place if the setting is graded ‘Outstanding’, ‘Good’ or ‘Met’.
- 2.74. If an inspection results in a ‘Requires Improvement’ judgement, then the provider can no longer offer Disadvantaged 2-year-old funding to new children, but the Local Authority will continue to fund any children already accessing their entitlement or attending the provision.
- 2.75. If an inspection results in an ‘Inadequate’ judgement, then the provider can no longer offer any funding to new children, but the Local Authority will continue to fund any existing children already attending the provision, or accessing their entitlement until such time as the parent or carer finds alternative provision.
- 2.76. In addition to the above, payments may be suspended if any of the following conditions apply and will remain suspended until the provider can evidence that the required steps have been taken to rectify the issue:
- 2.76.1. The provider fails to produce the required documents during a routine audit.
- 2.76.2. The Local Authority has grounds to suspect financial irregularities.
- 2.76.3. The provider has not returned a signed copy of this agreement signed by both the Ofsted named registered person and the setting manager within 90 days of issue. If this isn’t received, then the services will be suspended and no further funding will be provided.

Appeals process

- 2.77. A provider whose registration is rejected, or has their funding withdrawn as set out above, has the right to appeal against that decision. An appeal from the provider must be received in writing no later than 14 calendar days after the provider has received written notification from the Local Authority that their setting has been removed from the directory. The provider should complete the following process:
- In the first instance, the provider should submit their appeal in writing for the attention of the Early Years Strategic Lead at child.care@croydon.gov.uk clearly identifying the grounds on which the provider is appealing. This appeal will be reviewed and responded to within 21 days.
 - If the provider is not satisfied with the manner in which their appeal has been dealt with or the outcome of the appeal, they can escalate the matter to the Early Years Head of Service.
- 2.78. If an appeal is made by the provider, the setting will not be removed from the directory until the appeal has been heard and a final decision is made. The provider will be notified of the final decision in writing.

⁹ See A3.8 of the Early education and childcare Statutory guidance for local authorities (January 2024 and subsequent revisions)

2.79. If the provider is not satisfied with the manner in which their appeal has been dealt with or the outcome of the appeal, they can escalate the matter to the Local Authority, and invoke the Local Authority's complaints procedure and follow the complaints process below.

Complaints process

2.80. If a parent feels that they have not received their entitlement to funded childcare provision, they should raise this issue with their childcare setting. The provider should ensure they have a complaints procedure in place that is published and accessible. This procedure must signpost parents who are not satisfied with the delivery of the funded offer to child.care@croydon.gov.uk. The Sufficiency team will consider the complaint as objectively as possible, contacting the parent and the childcare setting as appropriate to see a resolution to this issue.

2.81. If, after having contacted the above, the parent is not satisfied with the manner in which their complaint has been dealt with or the outcome of the complaint review, they can escalate the matter to the Local Authority, and invoke the Local Authority's complaints procedure.

2.82. If a parent or provider is not satisfied with the way in which their complaint has been dealt with by the Local Authority or, believes the Local Authority has acted unreasonably, they can make a complaint to the Local Authority Ombudsman. Such complaints will only be considered when all prior complaints procedures have been exhausted.

Revisions to this agreement

2.83. This agreement will remain in force until there is a significant and material change in external legislation, or the agreement is terminated by the Local Authority by giving written notice, or the provider ceases to deliver funded early years places.

General

2.84. The provider is responsible for taking out any insurance at its own cost, and shall follow the guidance set by DfE, Ofsted and employment law in relation to the insurance which they should hold.

2.85. A person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this agreement without the express prior agreement in writing of the parties.

2.86. The agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of the agreement, but all the counterparts shall together constitute the same agreement.

Provider Declaration

Name of Provider:	
Name of Setting:	
Ofsted number:	
Edubase number:	

I confirm that this setting will meet the terms and conditions set out in this agreement, which includes, but is not limited to all the associated frameworks and legislation detailed in this agreement.

Ofsted named registered company/person

Signed: Date:
 Name: Role:

Manager

Signed: Date:
 Name: Role:

Local authority

Signed by the Childcare Sufficiency Team Member for and on behalf of the Local Authority

..... Date:
 an authorised signatory
 Role:
 Name

Croydon Free Entitlement Parental/Carer Agreement

Parent/Carer Declaration Form for 9 months 2-, 3- & 4-year-old children

There are 4 types of early years funding, all funding begins at the start of the following term after a child becomes 9 months, 2 years or 3 years or 4 years.

Criteria information: <https://www.gov.uk/help-with-childcare-costs/free-childcare-and-education-for-2-to-4-year-olds>

Age	Annual amount	Eligibility	Code	Staff signature & date
9 months & 2YO eligible parents	570 hours	Criteria based	e.g. 5000 123 4567	
2YO disadvantage	570 hours	Criteria based	e.g. AF123456	
3YO & 4YO universal	570 hours	Available to all	n/a	
9 months, 2YO, 3YO & 4YO eligible parents	Additional 570 hours	Criteria based NI no.:	e.g. 5000 123 4567	

This agreement is between the parent and provider listed below:

Parent/carer:	
Address:	
Post Code:	
NI Number:	Parent Date of Birth:
Name of child:	Date of birth:
Address (If different to above):	
Post Code:	
Name of provider:	
Address	
Post Code:	

Please indicate whether you are claiming your funded hours as either a:

Stretched offer of _____ hours over _____ weeks

OR

- Term time offer with term lengths as shown:
Summer 13 weeks, Autumn 14 weeks & Spring 11 weeks

Please indicate how you are claiming your funded hours:

- I confirm that my child does not access funding with another Croydon private provider, maintained nursery class, school or with any provider in another Local Authority

OR

- My child will access _____ hours per week of their entitlement with the provider named above.
My child is also accessing _____ hours per week of their entitlement with the provider named below.

Name of provider:
Address:
Post Code:
Local authority if not Croydon:

Please tick to show that you agree to the following conditions: (tick here)

- I understand the provider will not charge me for the funded hours.
- If I ask my provider to supply additional services and/or provide extra hours beyond the funded hours detailed above, I agree to pay any applicable fees for these additional services and/or extra hours.
- I acknowledge that if I move my child to another provider without giving 4 weeks' notice in writing I will not be able to claim the 2-year-old, universal or extended hours in the new setting until the end of the 4-week period as the original setting claims this in lieu of notice.
- I agree that if 2 or more providers try to claim funding for the same period, I will be responsible for any fees that the provider cannot claim if my child has been attending the setting.

Newly registered organisations

- If the setting you are accessing is new and has not yet been graded by Ofsted, Croydon Council will fund the child until advised of the Ofsted inspection grade.
- All children will continue to be funded if the setting is graded 'Outstanding', 'Good' or 'Met'.
- If the setting is graded 'Requires Improvement' then Croydon Council reserves the right to cease 2 year old funding at the setting but will continue to fund your child as long as you choose to stay.
- If the setting is graded 'Inadequate' then we will continue to fund your child there as long as you choose to stay but the setting will not be able to offer funding to new children.

Please read the following statement and confirm your agreement to it by signing below:
I understand that if I have given any false or inaccurate information on this form, I may be asked to reimburse the funding to the provider.

I understand that Croydon Council may perform background checks on the system and that I am required to present the provider with:

- evidence of my address
- a copy of my child’s birth certificate or passport as proof of his/her date of birth
- evidence of eligibility for funding entitlements (recorded overleaf and subsequently verified by the provider)

Parent signature: _____

Date: _____

Provider signature: _____

Date: _____

- If you receive any of the following benefits, the setting can claim additional Early Years Pupil Premium (EYPP) on behalf of your 9 month, 2-, 3- and 4-year-old to support your child in the setting. Please therefore provide the requested information below.
- Universal Credit (provided you have an annual net earned income of no more than £7,400, as assessed by earnings from up to three of your most recent assessment periods)
- Income Support
- Income-based Jobseeker's Allowance
- Income-related Employment and Support Allowance
- Support under Part VI of the Immigration and Asylum Act 1999
- The guarantee element of Pension Credit
- Child Tax Credit (provided you're not also entitled to Working Tax Credit and have an annual gross income of no more than £16,190)
- Working Tax Credit run-on - paid for four weeks after you stop qualifying for Working Tax Credit

Children who are looked after or adopted are entitled to EYPP subject to sight of relevant documentation.

	Parent/Guardian 1										Parent/Guardian 2									
Last name																				
First name																				
Date of birth																				
National Insurance Number																				
National Asylum Support Service (NASS) Number			/		/								/		/					

Disability Access Fund (DAF) declaration

Any 9 month, 2, 3 or 4 year old children who are in receipt of child Disability Living Allowance and are accessing funded hours are eligible for DAF. This is a fixed annual payment made to the setting and cannot be split between more than one setting nor transferred.

Please provide your child's DLA reference if you wish this setting to claim DAF

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Data Protection Statement

For the purposes of Data Protection Act 2018 (the 'Act'), Croydon Council is the data controller in relation to all personal information you provide on this form. We are committed to protecting your privacy when you use our services. Please click here to view the full privacy notice. [Croydon Council Education Privacy Notice](#)

Early Years Funding Application

Name of Childminder/Setting				
Address:				
Email:				
Main contact number:				
Ofsted number & registration date:				
Ofsted inspection dates and grades:				
Any complaints to Ofsted?				
Name of SENCO:				
Date of SENCO training attended:				
Number of qualified staff and level of qualification:	Unqualified	Level 2	Level 3	QTS/EYP/EYT/
Involvement/links with: Schools: Children's centres: Local settings:				
	0-2 years	2-3 years	3-5 years	
Registered numbers of children per band:				
Actual number of children attending:				
Hourly rates:				
Please provide details of your admissions criteria.				
What are the four types of early years funding available to parents?				
1.				

2. 3. 4.
What is the criteria for each type of funding? 1. 2. 3. 4.
How do parents find out if they are eligible for each? 1. 2. 3. 4.
What evidence of eligibility do you need to see/do for each? 1. 2. 3. 4.
How do you plan to deliver any funded hours? e.g. Term time? Stretched? Session times? Additional charges? Please note we require <u>specific</u> details of your planned delivery of funded hours.
What is your ICO (Information Commissioner's Office) number? The Data Protection Act requires every data controller who is processing personal information, or using a digital camera, to register and in order to claim funding you will become a data controller.

Please confirm by checking this box that you are aware of the Croydon's Safeguarding Pathways including what to do if an allegation is made against yourself, a member of your household (if applicable) or staff.

Please confirm by checking this box that you are aware of Croydon's referral pathways for SEND.

Please confirm by checking this box that you understand and promote Fundamental British Values.

Name:

Date:.....

Signed:

Please email this form to child.care@croydon.gov.uk

Annex C

Early Years Funding Timetable

- Census day is determined by the DfE and is the 3rd Thursday in January. Census information is all about the setting e.g. contact details, type of setting, opening times & weeks, staff qualifications, number of children on roll etc.

Termly headcount and payment dates

Headcount submission & Payment point dates	Payment Date	Payment Type	Provider Task
Forecast/ Estimate Headcount & Payment Point 1	Spring: 22 nd January	85% of universal & extended 3&4YO and 2YO funding claim	Submit hours of children accessing 3YO universal & extended and 2YO funded hours only
	Summer: 22 nd April		
	Autumn: 22 nd September		
Actual Headcount & Payment Point 2	Spring: 22 nd February	Remaining 15% of 3YO universal & extended and 2YO funding claims.	Submit full child information of all children accessing funding
	Summer: 22 nd May	100% DAF & EYPP claims	
	Autumn: 22 nd October		
Adjustment Headcount & Payment Point 3	Spring: 22 nd March	Adjustments payment / clawbacks of any children joining or leaving after the 'Actual' Headcount	Submit full information of funded children placed on roll after the 'Actual' Headcount. Submit leaving dates for any funded children who left after the 'Actual' Headcount
	Summer: 22 nd August		
	Autumn: 22 nd December		