



STOCKPORT
METROPOLITAN BOROUGH COUNCIL



Department
for Education

Stockport Provider Agreement for the funding of:

Early Education and Childcare

Valid from April 2025

Contents

Section 1: Introduction	3
Who is the Stockport Provider Agreement for?	5
Section 2: Key Responsibilities	5
Key Council responsibilities.....	5
Stockport Council:.....	5
Key provider responsibilities.....	5
Safeguarding.....	6
Eligibility	7
The Grace Period.....	8
Flexibility	9
Partnership working	10
Special educational needs and disabilities	10
Quality.....	11
Business planning.....	13
Charging	14
Funding.....	16
Compliance.....	18
Termination and withdrawal of funding.....	18
Appeals process	19
Complaints process	19
Annex A: Chargeable extras template: how to set out costs on your website	20
Annex B: Declaration of agreement.....	21

Section 1: Introduction

1.1. The following definitions and rules of interpretation in this clause apply in this Agreement.

'Directory of Providers' means [Stockport Council's information and childcare directory - www.stockport.gov.uk/childcare]

'eligible child' and **'eligible children'** means a child who meets the description of a "qualifying child of working parents" set out in Section 1(2) of the Childcare Act 2016 and Section 7 of the Childcare Act 2006.

'Chargeable Extras' has the meaning given to it in clause 2.66

'Parent' means parent, or official carer or guardian responsible for the child.

'Parental Agreement' means an agreement entered between a Provider and parent(s) or guardian of a child which must include all the relevant information required to be inputted into the Early Years Headcount Portal.

'Provider(s)' means one of the following:

- An early year's provider and childminder registered on the Ofsted Early Years Register.
- A childminder registered with a childminder agency that is registered with Ofsted.
- An Independent School and Academy taking children aged two and over and which are exempt from registration with Ofsted as an early years provider.

'EYFS 2024' means the Early Years Foundation Stage Statutory Framework for Group and School-Based Providers October 2024 and the Early Years Foundation Stage Statutory Framework for Childminders October 2024.

'Early Years Headcount Portal' has the meaning given to it in clause 2.56.

'EYPP' has the meaning given to it in clause 2.87.

'Statutory Guidance' has the meaning given to it in clause 2.6.

1.2. This Stockport Provider Agreement is based on a model agreement from the Department for Education (DfE) and refers to early year's provision and childcare. This agreement is between the Metropolitan Borough Council of Stockport (**'Stockport Council'**) and Providers situated in the borough of Stockport in accordance with Stockport Council's duties under Section 2 of the Childcare Act 2016 and Sections 6, 7, 7A, 9, 9A, 12 and 13 of the Childcare Act 2006.

1.3. Whilst the statutory duty remains with Stockport Council, this Stockport Provider Agreement details the requirements and expectations Providers must meet in order to be eligible to deliver early education entitlements for eligible children and to claim and receive the Department for Education (**"DfE"**) Early Years Funding (the **'Funding'**) for the provision of such services. These services include the following:

- The 30 hours funded childcare entitlement for children of eligible working parents from the age of 9 months, starting the term following the child's 9-month birthday, 38 weeks a year (commencing Sept 2024 on 15 hours rising to 30 hours from Sept 2025).
- The 30 hours funded childcare entitlement for children of eligible working parents from the age of 2, starting the term after the child's 2nd birthday, 38 weeks a year (commencing April 2024 on 15 hours, rising to 30 hours from Sept 2025).
- The 15 hours funded childcare entitlement for the most disadvantaged 2-year-olds starting the term after the child's 2nd birthday, 38 weeks a year.

- The 15 hours universal funded childcare entitlement for all parents of 3 and 4-year-old children, the term after the child's 3rd birthday, 38 weeks a year
- The 30 hours funded childcare entitlement for eligible working parents of 3- and 4-year-old children, the term after the child's 3rd birthday, 38 weeks a year

("the **Funded Service**")

- 1.4. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, and (ii) the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR).
- 1.5. The Providers acknowledge that the Council is subject to the requirements of the Freedom of Information Act 2000 ('**FOIA**') and the Environmental Information Regulations 2004 ('**EIRs**') and the Providers agree to provide all necessary assistance and cooperation (including the transfer of information) as reasonably requested by the Council to enable it to comply with its obligations under the FOIA and the EIRs. The Providers also acknowledge that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Association.
- 1.6. Although parents may choose where to send their child, funded places are only available with Providers who have signed and returned this Stockport Provider Agreement to Stockport Council.
- 1.7. This Stockport Provider Agreement does not provide guidance on how Providers operate their private businesses, including charges for provision over and above a child's funded hours. The Council 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.
- 1.8. This Stockport Provider Agreement will be kept under review and the Council has the right to update the Stockport Provider Agreement as necessary to reflect any changes to national guidance and legislation. Any references to legislation, legislative provision will be to that legislation or legislative provision as amended, extended or re-enacted from time to time, without express change in this agreement.
- 1.9. This Stockport Provider Agreement shall start on the date [the Provider returns the signed Declaration at Annex B of this Stockport Provider Agreement to the Council] and shall continue, unless terminated earlier in accordance with clause 2.98 or 2.102 below.
- 1.10. This Stockport Provider Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 1.11. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular. Any reference to any legislation, legislative provision, regulation, code, recommendation and / or guidance is a reference to it as amended, extended, re-enacted or consolidated from time to time.

Who is the Stockport Provider Agreement for?

1.12. Stockport Provider Agreement

The Provider hereby agrees to provide the Funded Service as specified in this Stockport Provider Agreement and any appendices attached.

- The Funded Service will be provided in accordance with the terms and conditions contained herein.

1.13. Statutory and other regulations

- The Provider will operate in accordance with all Acts of Parliament, amendment or re-enactment of any Act, Statutory Regulation, or other such laws, statutes, regulations, codes, recommendations, guidance, or practices as may affect the provision of the Funded Service(s) specified under this Stockport Provider Agreement.
- The Provider guarantees that all Funded Services provided will comply with the requirements of the Health and Safety at Work Act 1974, of the relevant statutory provisions as defined in the Act and of any regulations made by virtue of the provisions of the Act or the relevant statutory provisions and C.O.S.H.H regulations and undertakes to take all necessary steps to secure the health and safety of employees and third parties.

1.14 Annex A: Chargeable Extras Template

1.15 Annex B: Declaration to be signed by provider.

Section 2: Key Responsibilities

Key Council responsibilities

Stockport Council:

- 2.1. must secure a funded entitlement place for every eligible child in their area.
- 2.2. should work with Providers to agree how to deliver the entitlement places;
- 2.3. 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. Details can be found on the Local Offer website [About the local offer - Stockport Council](#); and
- 2.4. must contribute to the safeguarding and promote the welfare of children and young people in their area.

Key provider responsibilities

- 2.5. The Provider:
 - i. must comply with all relevant legislation and insurance requirements. (Providers must produce valid certificates of insurance covering these risks if requested by the Council or its auditors).
 - ii. must notify the Early Years Project Team Manager eypt@stockport.gov.uk immediately of any claim in respect of personal injury, disease or death made against them by or on behalf of a child arising out of the provision of any Funded Services in respect of which Funding is claimed;

- iii. should deliver the Funded Services consistently to all parents, whether in receipt of 15 or 30 hours entitlement and regardless of whether they opt to pay for chargeable extra and the associated consumable or activity for their child. This means that the Provider should be transparent and communicate to parents' details about the days and times that they offer Funded Services, along with their other services and charges. Those children accessing the Funded Services should receive the same quality and access to provision;
- iv. must provide childcare and early learning in accordance with the statutory requirements of the EYFS 2024 and have due regard to the standards and commitments outlined in the EYFS 2024 framework;
- v. must have clear safeguarding policies and procedures in place that link to Stockport Council's guidance for recognizing, responding, reporting, and recording suspected or actual abuse. The Provider must inform the council of any safeguarding incidents or allegations relating to their setting/s and also inform the Early Years Improvement Team. Details of the Stockport Safeguarding Children Board can be found at [Safeguarding Children in Stockport](#);
- vi. 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 utilize the SEN inclusion fund (SENIF) and Disability Access Fund (DAF) to deliver effective support, whilst making information available about their SEND offer to parents;
- vii. meet the independent school standard in relation to the spiritual, moral, social and cultural development of pupils
- viii. actively promote fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs;
- ix. not promote views or theories as facts which are contrary to established scientific or historical evidence and explanations

2.6. If a Provider fails to comply with clause 2.5(vii) to (ix) Stockport Council may investigate these allegations and, where appropriate, withdraw any Funding provided under this Stockport Provider Agreement in accordance with section A4.33 of the 'Early Education and Childcare – Statutory Guidance for Local Authorities - February 2025' ("the **Statutory Guidance**"); and shall provide the Provider with a written explanation of the decision to withdraw funding.

Safeguarding

- 2.7. **Stockport Council** has overarching responsibility for safeguarding and promoting the welfare of all children and young people in their area. They have several statutory functions under the 1989 and 2004 Children Acts which make this clear, and the 'Working Together to Safeguard Children' guidance sets these out in detail.
- 2.8. The **Provider** must follow the EYFS 2024 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' guidance as amended. The Provider must inform the council early years improvement team of any safeguarding incidents or allegations that relate to their setting.

Eligibility

Stockport Council:

- 2.9. must 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 entitlements.
- 2.10. will confirm the validity of eligibility codes to allow Providers to offer Funded Services for children aged 9 months and above (the term after their qualifying date) and will provide a validity checking service to the Providers to enable them to verify the eligible code. This will be through the Eligibility Checking Service which is accessed using the Early Years Headcount Portal which;
- will complete audit checks to review the validity of eligibility codes for children who qualify for the working parent's entitlement at six fixed points in the year, both at half-term and at the end of term across the year (on or around the dates as listed at table B below); and
 - will notify a Provider where a parent has fallen out of eligibility and inform them of the grace period end date.
- 2.11. In accordance with clause 2.10, the audit and grace period end dates are as follows:

Date Parent receives ineligible decision on reconfirmation	LA 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

2.12. The **Provider**:

- must be eligible to deliver the entitlement(s) and must meet the criteria set out within this Stockport Provider Agreement and as specified in Statutory Guidance;
- Providers must also be registered on the Stockport Directory of Providers;
- check original copies of documentation to confirm a child has reached the eligible age in accordance with section A1.2 of the Statutory Guidance on initial registration for all Funded Services;
- shall record the necessary information which confirms these checks on a Parental Agreement to enable the Council to carry out audits and fraud investigations. Where a Provider retains a copy of documentation this must be stored securely and deleted when there is no longer a good reason to keep the data;
- consider advice from the ICO on holding personal data including sensitive personal data at: <https://ico.org.uk/>
- should offer places to disadvantaged two-year-olds on the understanding that the child remains eligible until they become eligible for the universal entitlement for three- and four-year-olds.
- must obtain the working parents eligibility code, which is the child's unique 11-digit number, and original copies of documentation. A Provider must acquire written consent from, or on behalf of, the parent to be able to receive confirmation and future notifications from the Council of the validity of the parent's 30 hours eligibility code. The provider should use the Parental Agreement form which asks the parent for the necessary information and consents

viii. may check the validity of eligibility codes provided by Stockport Council to enable the Providers to offer free places for eligible vulnerable 2 year olds. For families who are eligible for the 'Working Families Entitlements' children aged 9 months and above, Stockport Council has facilitated an online validity checking service to enable providers to verify the eligibility code swiftly and efficiently. The Department for Education Eligibility Checking Service (ECS) allows all local authorities to make instant checks for code validity.

ix. should verify the eligibility code via use of their Early Years Headcount Portal once a Provider has received written consent from the parent.

2.18 Where parents become eligible for the additional entitlement mid-term, Funding for the additional hours cannot start until the nearest following term. (i.e. if a parent becomes eligible in February the child's additional free entitlement will begin April)

Term Child First Eligible	Child turned 2 or 3 years old between
Autumn	1 st April and 31 st August
Spring	1 st September and 31 st December
Summer	1 st January and 31 st March
<i>*only 2 year olds who meet certain criteria are eligible for the disadvantaged funded places</i>	

Eligibility for 9 Months old	
Month Born	Term/Month Eligible
January/February/March	January
April/May/June	April
July/August/September/October/November	September
December	January

The Grace Period

2.19 A child will enter the grace period when the child's parents cease to meet the eligibility criteria set out in the Childcare (Free of Charge for working parents) (England) Regulations 2022, as determined by HMRC or (where a child is in foster care, the responsible local authority) or a First Tier Tribunal in the case of an appeal.

2.20 **Stockport Council** will be able to access information about whether a child has ceased to meet the eligibility criteria and entered the grace period via the Eligibility Checking Service. The grace period end date (as specified in clause 2.10) will automatically be applied to eligibility codes.

2.21 **Stockport Council** will continue to fund a place for a child who enters the grace period as set out in the Statutory Guidance.

2.22 **Stockport Council** will inform Providers of a child's grace period within the Early Years Headcount Portal.

2.23 The **Provider** shall use this information to inform parents and to alert parents where necessary to take appropriate action to renew their eligibility code on time, as otherwise they may fall out of eligibility.

2.24 **Appeals against an eligibility decision.** Parents may appeal the decision that has determined their ineligibility. Any appeals must be made directly to HMRC via their appeals process. Stockport Council has no influence or discretion regarding this.

Flexibility

- 2.25 The Funded Service must be offered within the national parameters on flexibility as set out in Section A2 of the Statutory Guidance.
- 2.26 The **Provider** should offer flexible packages of funded hours, subject to the following standards.
- No session to be longer than 10 hours.
 - No minimum session length (subject to the requirements of registration on the Ofsted Early Years Register).
 - Not delivered before 6.00 am or after 8.00pm.
 - A maximum of two sites in a single day.

The Provider acknowledges that funded places can be delivered:

- at weekends.
 - over up to 52 weeks of the year if the parent is stretching their child's entitlement
 - outside of school term times.
- 2.27 The **Provider** should work with Stockport Council and share information about the times and periods at which they are able to offer Funded Services to support Stockport Council to secure sufficient stretched and flexible places to meet parental demand in the borough of Stockport.
- 2.28 The **Provider**, subject to the standards set out in 2.26 has no requirement that the funded places must be taken on, or delivered on, particular days of the week or at particular times of the day.
- 2.29 The **Provider** should where it is reasonably practicable ensure that children are able to take up the Funded Services in continuous blocks if they wish to and avoid artificial breaks being created throughout the day, for example over the lunch period. Lunch time can be included as part of the funded entitlement session. Settings should ensure lunchtime is part of the structured and planned activities of the setting.
- 2.30 The **Provider** should also make information about their offer and admissions criteria available to parents at the point the child first accesses provision at their setting.
- 2.31 The **Provider** should publish information about their childcare offer and regularly update it on Stockport's Childcare and Family Information website. www.stockport.gov.uk/childcare
- 2.32 The **Provider** may "stretch" the Funded Service over more than 38 weeks, but this will mean a reduced weekly allowance of hours. For example, just under 12 hours a week for 48 weeks of the year where the child is entitled to a total of 570 hours per year or around 23 hours a week for 48 weeks of the year where the child is entitled to a total of 1140 hours per year.
- 2.33 The **Provider** can choose not to deliver funded places.

- 2.34 The amount of Funded Services is illustrated within the table below and is subject to eligibility criteria, except for 15 Universal Hours for 3- and 4-year-olds.

Age Range	Up to 15 Hours	Up to 30 Hours
9 months plus	570 hours per year – 15 hours per week over 38 weeks.	1140 hours per year – 30 hours per week over 38 weeks (commencing from September 2025)
2YOs – Disadvantaged	570 hours per year – 15 hours per week over 38 weeks.	n/a
2YOs – Working Parent Entitlement	570 hours per year – 15 hours per week over 38 weeks.	1140 hours per year – 30 hours per week over 38 weeks (commencing from September 2025)
3&4YOs – Universal Entitlement	570 hours per year – 15 hours per week over 38 weeks.	n/a
3&4YOs – Working Parent Entitlement	570 hours per year – 15 hours per week over 38 weeks.	570 hours per year – 15 extended hours per week over 38 weeks.

Partnership working

- 2.35 The **Council** will promote partnership working between different types of Providers and encourage more Providers to offer flexible provision.

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

- 2.36 The **Provider** should discuss and work closely with parents to agree how a child’s overall care will work in practice when their entitlement is split across different Providers, such as at a maintained setting and childminder, to ensure a smooth transition for the child.

Special educational needs and disabilities

- 2.37 **Stockport Council** has strategically planned support in place 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 years <https://www.gov.uk/government/publications/send-code-of-practice-0-to-25>
- 2.38 **Stockport Council** will be clear and transparent about the support on offer in Stockport, through the Local Offer, so parents and Providers can access that support. Stockport Council and Providers should adopt an inclusive approach, promote equality of opportunity and ensure there is no discrimination.
- 2.39 The **Provider** must ensure owners, managers and all staff members are aware of their duties in relation to the SEND Code of Practice 2015 and the Equality Act 2010. <https://www.gov.uk/government/publications/send-code-of-practice-0-to-25>
- 2.40 The **Provider** should be clear and transparent about the SEND support on offer at their setting including access to the Special Education Needs Inclusion Fund (SENIF) and make information available about their offer to support parents to choose the right setting for their child with SEND.
- 2.41 The **Provider** should identify those parents whose children may qualify for Disability Access Funding (DAF) and follow local process for claiming the funding.

- 2.42 Information about whether a child is in receipt of Disability Living Allowance (DLA) is sensitive personal data which should be handled appropriately. Providers are asked to pay note to advice from the ICO on holding personal data including sensitive personal data available at: <https://ico.org.uk/>

Supporting Disadvantaged Children

- 2.43 **Stockport Council** will promote equality and inclusion, particularly for disadvantaged families, cared for children and children in need by removing barriers of access to entitlement places and working with parents to give each child support to fulfil their potential.
- 2.44 The **Provider** should ensure that they have identified and recorded the disadvantaged children in their setting as part of the process for checking Early Years Pupil Premium (EYPP) eligibility.
- 2.45 The **Provider** should use Early Years Pupil Premium (EYPP) and any locally available funding streams or support to improve outcomes for this group. EYPP should be used to improve the quality of early years education for their disadvantaged children. **Providers** should consult the evidence on what works in improving quality when making decisions about how to use their EYPP funding.
- 2.46 **Two-year-old disadvantaged children.** 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.
- 2.47 This means that households registered with the two-year-old disadvantaged entitlement continue to remain eligible for their 15 hours funded early education and do not fall out of eligibility.
- 2.48 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 part and from September 2025, they will not be defaulted automatically onto the disadvantage entitlement should they lose eligibility for the working parent entitlement.

Quality

- 2.49 The EYFS 2024 is mandatory for all schools that provide early year's provision and early years Providers registered with Ofsted or with an Ofsted registered Childminder Agency in England. The EYFS sets the standards that all early years' Providers must meet to ensure that children learn and develop well and are kept healthy and safe.
- 2.50 **Stockport council** will rely on the Ofsted inspection judgement of the provider or the childminder agency, or the childminder agency's reasonable opinion of the childminder as the sole benchmarks of quality. 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 organizations that can register, and quality assure childminders as an alternative to registering with Ofsted.
- 2.51 **Stockport Council** has a legal duty to provide information, advice, and training on meeting the requirements of the EYFS 2024, meeting the needs of children with SEND and on effective safeguarding and child protection for Providers who are rated less than 'Good' by Ofsted or newly registered Providers.

- 2.52 **Stockport Council** is not required to fund places at Providers who do not meet the quality standards referred to in clause 2.56 but may choose to do so to ensure sufficiency of places.
- 2.53 Provision must be offered in accordance with the national parameters on quality as set out in Section A3 of Statutory Guidance and EYFS 2024.
- 2.54 **Stockport Council** will consider any information published by Ofsted about a provider or childminder agency including the recent history about childcare provision at a particular address. This may include where Stockport Council has concerns that a provider judged to be inadequate by Ofsted may have re-registered their setting to avoid making the quality improvements identified by Ofsted.
- 2.55 **Stockport Council** will not agree to make arrangements for funding with childminders where the childminder agency notifies them that in the agency's opinion, the childminder has ceased to provide childcare of satisfactory quality.
- 2.56 Where a **Provider** achieves a "requires improvement" or "inadequate" or no children on roll "not met" Ofsted grade the **Provider** will be required to:-
- Immediately inform the Early Years Project Team eypt@stockport.gov.uk and the Early Years Improvement Team (EYIT) eyit.consultant@stockport.gov.uk of their Ofsted grade.
 - work with officers of Stockport Council to immediately address any recommendations and actions detailed within the Ofsted report.
 - provide and implement a detailed action plan which demonstrates how the provider will achieve and maintain improvement in their Ofsted grade. Plans should be submitted to eyit.consultant@stockport.gov.uk or Stockport Childminding Team childminding@stockport.gov.uk within 28 days of the report being published on the Ofsted website.
 - This plan must identify the following.
 - a) how the Provider is going to satisfactorily address any actions or recommendations raised at inspection by Ofsted including the responsibilities and timeframes;
 - b) how this will impact on the children's progress; and
 - c) how improvements will be monitored to evaluate their success.
 - Ensure that staff attend training and peer to peer support which improves knowledge and understanding to contribute to an improved Ofsted grade and individual children's school readiness.
- 2.57 Stockport Council will on receipt of the Ofsted report consider whether to continue to fund eligible disadvantaged two-year-old children attending this Requires Improvement setting. Decisions will be based on the nature of the actions/recommendations made by Ofsted.

Business planning

The Council requires all Providers to submit the required documentation to support payment and delivery of funded entitlements.

- 2.58 **Stockport Council** will provide and maintain an online early year's headcount portal for the sole purpose of enabling Providers to submit, safely and securely, child and parent details relating to all funded entitlements and EYPP ("the **Early Years Headcount Portal**").
- 2.59 **Stockport Council** will publicize dates and timescales for submissions, via the Early Years Headcount Portal.
- 2.60 **Stockport Council** must receive from the provider the submission of information requested such as headcount, census, sufficiency, quality, and audit returns by the dates specified on the request to support the processing payment and delivery of entitlements.
- 2.61 **Stockport Council** may charge Providers a reasonable and proportionate penalty for providing late or incomplete information leading to additional administration or costs in the processing of funded entitlements. Stockport Council will ensure charges are clearly communicated to Providers.
- 2.62 **Stockport Council** will carry out termly checks and or/audits on randomly chosen Providers to ensure compliance with the requirements of delivering funded entitlements and will provide a written record of such checks, including actions and recommendations to the provider.
- 2.63 The **Provider** is required to complete an annual early year's census.
- 2.64 The **Provider** must submit information requested by Stockport Council including but not limited to headcount, census, sufficiency, quality, and audit returns by the dates specified by and to Stockport Council to support the processing, payment, and delivery of entitlements. Failure to do so may result in inaccurate, delayed, or suspended Funding or may result in penalty charges in accordance with clause 2.58.
- 2.65 The **Provider** is required to contribute to the provision of public information on childcare by updating their details on the council childcare directory. www.stockport.gov.uk/childcare.
- 2.66 The **Provider** must submit all child and parent details via the Early Year's Headcount Portal by the specified dates each term. Paper contracts and agreements, including proof of entitlement (e.g. birth certificates, eligibility letters for 2YO's) should be retained by the provider. Copies will not be required to be sent to the Council.
- 2.67 The **Provider** should maintain accurate financial and non-financial records relating to free entitlement places and should give Stockport Council access on reasonable notice to all financial and non-financial records relating to free entitlement places funded under the provider agreement, subject to confidentiality restrictions.

The Early Years Project Team requires the following annual submissions electronically via the Early Years Headcount Portal from all Providers:

Annual Submissions	Due Date	Required by:
Early Years Census	Spring Term - the exact date will be communicated by the FundingTeam	Providers – who are claiming for funded children only – <u>nil returns are not required</u>
Sufficiency Audit Questionnaire	Summer Term – the exact date will be communicated by the FundingTeam	All Providers

KEY

Submission required by Providers who are claiming for funded children only.	Mandatory submission for <u>ALL</u> Providers.
---	---

Providers are:

- required to provide all Funding submissions electronically via the Early Years Headcount Portal each term.
- responsible under the UK GDPR and the Data Protection Act 2018 to safeguard their user name and password details and to ensure that these details are not shared with non-authorized persons and the Early Years Headcount Portal is only accessed by the designated person to complete the Funding submissions (e.g. not shared or used by other staff members or family members not associated with the business) Providers should not email details deemed to be sensitive.
- responsible for ensuring they have access to appropriate and secure IT systems to be able to access the Early Years Headcount Portal termly to submit all electronic returns, including nil returns where required, within the specified deadlines.
- responsible for checking their designated email address at least weekly as most communication from Stockport Council are now sent via email. Providers must ensure that they read and respond to email requests for information in a timely manner.

Charging

2.68 Government Funding is intended to deliver 15 or 30 hours a week (570 or 1140 hours a year) of funded high quality, flexible childcare. The Provider must ensure that the 15 or 30 hours must be able to be accessed free of charge to Parents and that there must not be any mandatory charges for Parents in relation to the funded hours. Government funding is not intended to cover the cost of meals, other consumables, additional hours, or additional services.

2.69 The **Provider** can charge Parents for the following extras in connection with the funded hours, but these charges must be voluntary for the Parent:

- consumables to be used by the child, such as nappies or sun cream;
- meals and snacks consumed by the child; and
- 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 EYFS 2024.
(the '**Chargeable Extras**')

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

- 2.70 **Providers** must allow Parents to 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 Provider must ensure that participation in any optional extra activity should be based on parental choice and a willingness to meet the charges. In these circumstances, children who do not participate in optional activities continue to receive provision that complies with the EYFS 2024.
- 2.71 **Providers** should be mindful of the impact of charges on families, particularly the most disadvantaged. Providers who choose to offer the funded entitlements must set a policy on providing parents with options for alternatives to additional charges. This policy must offer reasonable alternatives that allow parents to access the entitlement for free, including allowing Parents to supply their own, or waiving the cost of these items.
- 2.72 The **Provider** should deliver the entitlements consistently so that eligible children accessing any of the entitlements will receive the same quality and access to provision, regardless of whether the Parents choose to pay for voluntary hours, voluntary extra services, or any Chargeable Extras.
- 2.73 **Stockport Council** will not intervene where parents choose to purchase additional hours of provision or additional services, providing that this is not a condition of accessing a funded place.
- 2.74 **Stockport Council** will intervene where they are made aware that a Provider seeks to make additional hours, optional services, optional consumable or any chargeable extras a mandatory condition of taking up a funded place.
- 2.75 The **Provider** cannot charge parents for the following in connection with a funded place:
- top-up fees (any difference between a Provider's normal charge to Parents and the funding they receive from Stockport Council to deliver funded places);
 - the supply of or use of any materials, including, but not limited to, craft materials, crayons, paper, books, instruments, toys, or other equipment or learning resources that are necessary for the effective delivery of childcare.
 - business running costs, including, but not limited to, rent, staff wages, cleaning materials, insurance, or utility bills such as energy, gas or water.
 - registration fees as a condition of taking up a child's entitlement place.
 - non-refundable deposits as a condition of taking up a child's entitlement place.
 - general charges, including but not limited to, non-itemised enrichment charges, sustainability charges, business continuity charges, additional charges, enhanced ratios, hourly rates, or any other supplementary charges on top of the funded hours; or
 - any additional fees that are not specifically identified and itemized as being for Chargeable Extras.
- 2.76 The **Provider** must be completely transparent about any additional charges, and they be known to the parent on commencement of the place. Providers must work with Parents so that Parents understand which hours and 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 the entitlement hours are convenient for Parents' working hours. The Provider must ensure that children should be able to take up their funded hours in continuous blocks if they wish to, and there should be no artificial breaks in the entitlement hours. For example, a Provider should not offer 10am to midday and 1pm to 3pm as entitlement hours and offer only private paid hours in between.

- 2.74 The **Provider** should be publish the costs of Chargeable Extras on their websites or, where they do not have any website, on Stockport Council's Family Information Services - www.stockport.gov.uk/childcare. The Provider must ensure such details are clear, up-to-date and easily accessible to Parents, to enable Parents to make an informed choice of provider. Providers should set out, for each setting, the amounts charged for all the Chargeable Extras listed, as well as the pattern of hours that Parents can take the entitlements. The DfE has produced a template of how to set out these costs, at Annex A, for Providers to use or Providers may use their own provided such template includes the same detail set out in Annex A. Childminders and Providers caring for 10 or fewer children at any one time are exempt from this condition.
- 2.75 The Provider must ensure that any invoices and receipts should include the Provider's full details so that the invoice can be identified as coming from that specific provider. The Provider must ensure their invoices are itemised and include a breakdown of the following:
- 2.75.1.1 the free entitlement hours.
 - 2.75.1.2 additional private paid hours.
 - 2.75.1.3 food charges.
 - 2.75.1.4 non-food consumables charges
 - 2.75.1.5 activities charges.
- 2.76 The Provider must ensure that publication of chargeable costs in accordance with clause 2.74 and itemised invoices in accordance with clause 2.75 are fully implemented by no later than 1 January 2026.
- 2.77 The Provider may charge a reasonable refundable deposit in relation to a funded place but this must be refunded within a reasonable period after the funded place is taken up. The refundable deposit can be retained by the Provider if the funded place is not taken up and insufficient notice has been provided to say that it is not going to be used.

Funding

- 2.78 Subject to the Council having received the Funding, **Stockport Council** will fund places:
- for children eligible for the universal or working parents' entitlements at any provider judged 'requires improvement' or better by Ofsted or at any childminder or childcare provider registered with a CMA judged 'effective' by Ofsted
 - for children eligible for the universal or working parents' entitlements at new Providers registered with Ofsted until the Providers first full Ofsted inspection judgement is published
- 2.79 **The Council may only fund** places for eligible disadvantaged two-year-old children in "requires improvement" providers where there is not sufficient, accessible "good" or "outstanding" provision.
- 2.80 Stockport Council will use a locally determined, transparent formulae to set Funding rates for all types of Providers. Any proposed changes to the formulae will be consulted on locally with Stockport Council's finance team.
- 2.81 The **Provider** will be entitled to receive payment up to a maximum hourly rate. Payment will be for each child receiving the Funded Services for a maximum of 15 hours or 30 hours (dependent upon eligibility) over 38 weeks per year or any combination of weeks and hours over the academic year but not exceeding a maximum of 570 hours or 1140 hours (dependent upon eligibility) per annum.
- 2.82 **Stockport Council** will publish a timetable of headcount submission and payment dates.
- 2.83 **Stockport Council** shall acknowledge and respond to a provider's query on Funding within a reasonable time. These queries must be made to eyportal@stockport.gov.uk

- 2.84 **Stockport Council** will pay Providers' two payments each term. The first payment (plus or minus any adjustments) is based on the individual indicative/estimate budget. The second payment (plus or minus any adjustments) will be made using a headcount of eligible children supplied by Providers through the Early Years Headcount Portal and reconciliation with the first payment.
- 2.85 **Stockport Council** will split payments appropriately across a maximum of two sites where a parent chooses to access provision over more than one provider.
- 2.86 Parental Agreements are binding for a term except in exceptional circumstances as detailed on the Parental Agreement and listed below:
- Family moving house.
 - Change in the child's primary carer.
 - Change of employment i.e. new job/unemployment.
 - Health & safety concerns i.e. child with long term sickness/child protection.

Where a parent wishes to leave during a term, for reasons other than those listed above, they must give a minimum of four weeks' notice during which Funding cannot be transferred to an alternative provider. Providers should ensure parents are aware of this detail in the signed Parental Agreement.

- 2.87 Early Years Pupil Premium ("**EYPP**") payments will be paid in addition to entitlement Funding and paid termly in arrears at the prescribed rates set by government. Providers will be notified of children eligible for this Funding via the Early years Headcount Portal and the amount payable per child.
- 2.88 Disability Access Fund (DAF) payments will be made for eligible children and Providers.
- 2.89 Deprivation payments will be made for children who live in the appropriate Income Deprivation Affecting Children Index (IDACI) postcode areas.
- 2.90 The **Provider** should always refer to guidance documents for submitting headcount data, Funding and eligibility checks via the Early Years Headcount Portal.
- 2.91 The **Provider** should accurately complete and submit headcount and other necessary data returns by the agreed date to support Stockport Council to make payment. If for whatever reason the Early Years Headcount Portal is inaccessible to Providers Stockport Council will extend the submission dates by working days of at least the time the system is out of service.
- 2.92 The **Provider** should ensure that all required entitlement eligibility checks are undertaken accurately, and the correct details are entered into the Early Years Headcount Portal along with any supporting evidence (for non-income based applications). Incorrect submissions may result in delayed payments or Funding being re-claimed for incorrectly funded children.
- 2.93 The **Provider** should record the presence or absence at each session of each child for who grant funding has been claimed. The Provider should have an appropriate policy for monitoring attendance which includes informing appropriate agencies and following a safeguarding procedure should the Provider have concerns raised by poor attendance.
- 2.94 The **Provider** should use due diligence to safeguard these arrangements against fraud on the part of directors, governors, staff or parents with particular regard to inaccurate, incomplete or misleading claims for payment;

Compliance

- 2.95 **Stockport Council** will carry out checks and/or audits on Providers to ensure compliance with the requirements of delivering the free entitlements. The audit process will be communicated to Providers upon notification of Stockport Council's intention to undertake an audit.
- 2.96 The **Provider** shall agree to audit checks and provide any information that is requested and implement any actions and agreed recommendations. These checks will not be disproportionate or unnecessarily burdensome to Providers.

Termination and withdrawal of funding

- 2.97 **Stockport Council** will work with Providers to ensure quality of provision and a sufficiency of places for the delivery of free entitlement to eligible children.
- 2.98 Without prejudice to Stockport Council's other rights and remedies, Stockport Council may at its discretion withdraw funding and terminate this agreement if:
- 2.98.1 Suspension of registration by Ofsted or childminder agency or a breach of statutory requirements or safeguarding issues
 - 2.98.2 Providers do not comply with the requirements of the Statutory Guidance and the Stockport Council Provider Agreement as well as working within all other legal requirements applicable to their provision;
 - 2.98.3 Providers do not comply with any of the statutory requirements;
 - 2.98.4 Ofsted publish an inspection judgment of the Provider of "inadequate" in accordance with section A3.13 of the Statutory Guidance and the EYFS statutory framework; or
 - 2.98.5 in accordance with either Regulation 7 of the Local Authority (Duty to Secure Early Years Provision Free of Charge) Regulations 2014 and/or Regulation 37 of the Childcare (Early Years Provision Free of Charge Extended Entitlement) Regulations 2016, the overall effectiveness of the provision ceases to meet the description of that provision as provided for by the regulations.
- 2.99 **Stockport Council** may at its discretion remove Providers from the Directory of Providers of those deemed eligible to receive Early Years Entitlement Funding if the Provider:
- Does not meet the quality criteria as specified within the Statutory Guidance;
 - Has their registration suspended by Ofsted; or
 - In cases of gross misconduct e.g. Ofsted enforcement action, fraud or financial irregularity (misappropriate use of Public Funds), where children are unsafe or not safeguarded effectively Has safeguarding issues/ concerns.
- 2.100 In the event of outstanding invoices raised via Stockport Council to recover any funds from the Provider related to the delivery of free entitlement funding, Stockport Council will suspend payments of funding until full payment of the invoice(s) have been made.
- 2.101 Any **Provider** appeal on the Ofsted grade should be directed to Ofsted through their appeals procedure.
- 2.102 If the **Provider** is unable to meet the Ofsted grade criteria, after being given sufficient time by Ofsted to improve their grade criteria and following their action plans developed with the Council to meet any actions arising from inspection, the Council may terminate this agreement and withdraw funding.
- 2.103 The **Provider** will be notified in writing of Stockport Council intention to terminate this agreement and the withdrawal of Funding and state the reasons for this action being taken. The Provider shall have 10 working days in which to appeal in writing to the Council.

Appeals process

- 2.104 A **Provider** may be denied approval to offer the funded entitlements or have their Funding withdrawn as set out above. The Provider can appeal against that decision.
- 2.105 The Provider must raise an appeal using Stockport **Council** appeals process as follows:
- The **Provider** shall have 10 working days in which to appeal in writing to Stockport Council either by post or by email to eypt@stockport.gov.uk .
 - **Stockport Council** will convene an appeal hearing at which the Provider will be entitled to attend with a representative of their choice. The appeals panel shall consist of a senior council officer, an early year's manager and one other independent (e.g. not directly involved in Early Years services) member of Stockport Council. The panel will take information from the appeals panel and hear any representations from the Provider prior to making a decision which shall be final.

Complaints process

- 2.106 **Stockport Council** will consider concerns from parents who are not able to resolve their concern directly with the Provider where the parent is not satisfied that their child has received their funded entitlement in accordance with the legislation or as set out in this agreement and in the Statutory Guidance.
- 2.107 The **Provider** should ensure they have a complaints procedure in place that is published and accessible for parents who are not satisfied their child has received their entitlement hours in the correct way, as set out in this Stockport Provider Agreement and the Statutory Guidance.
- 2.108 Where a Provider has any issues or complaints relating to the early education entitlement, please contact the early years and childcare project manager on eypt@stockport.gov.uk
- 2.109 If a parent or provider is not satisfied with the way in which their complaint has been dealt with by Stockport Council or believes Stockport Council 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.

Signatures

Please complete the attached document Stockport Metropolitan Borough Council Declaration of Agreement and return to the council eyportal@stockport.gov.uk for you to be entered on to our list of eligible Providers.

Annex A: Chargeable extras template: how to set out costs on your website

[Opening text for providers to give information about the services that they offer]

Description	Unit	Unit price	Line total
Free entitlement hours –xxx hours per week (must not have a charge). [enter number of free hours per week, explain any stretched offer provided]	Weekly	Free	Free
Additional hours purchased – xxx hours per week [enter number of hours per week]	Weekly		£
Meals/snacks [Explain how many meals are provided and the type of meals]	Daily / Weekly / Per meal		£
Consumables (for example, nappies and sun cream) [Provide details of the charges made for consumables and <u>itemised</u> details of what these charges relate to.]			£
Additional voluntary services (for example, trips, forest school sessions or foreign language lessons) [Provide details of the charges made for additional services and itemised details of what these charges relate to.]	Ad Hoc		£
		Total	£

[If you allow Tax Free Childcare or Universal Credit Childcare to claim back some of the costs, explain how this works in your setting here]

If you do not wish to pay for specific consumables, for example because you wish to provide your own, please make your nursery aware so next steps can be discussed.



STOCKPORT
METROPOLITAN BOROUGH COUNCIL



Department
for Education

Stockport Metropolitan Borough Council Declaration of Agreement

<<Name of Provider>>

Stockport Provider Agreement

**for the
Funding of Early Education & Childcare**

April 2025

Declaration of Agreement between Stockport Council and Early Years Providers Delivering Early Education Entitlement

This declaration must be signed and dated **and** must be returned to the Council for you to be entered on to our list of eligible providers. Failure to return this signed agreement will result in you being unable to offer early years funded entitlement places and draw the subsequent funding as detailed in this agreement.

THIS AGREEMENT comes into effect on the 1st day of April 2025

BETWEEN

- (1) STOCKPORT Metropolitan Borough Council of Fred Perry House, Edward Street, Stockport. SK1 3UR ('the Council') and
- (2) <Name of Provider> of <address of provider> ('the Provider') with Ofsted registration number < xxxxxxxx>

IT IS HEREBY AGREED THAT:

1. The Provider will provide funded early education places to children as set out in the Agreement, and will, to the reasonable satisfaction of the Council, comply with all requirements of the Agreement.
2. This Agreement shall continue until such time as Stockport Metropolitan Borough Council enters into a new agreement with the Provider or unless terminated sooner in accordance with its terms.

I confirm I have received a copy of the following documents and I have read and agree to abide by all aspects of them:

1. Stockport Metropolitan Borough Council Provider Agreement For the funding of Early Education and Childcare – September 2025.
2. Early Education and Childcare – Statutory Guidance for Local Authorities - February 2025.

For the avoidance of doubt the Stockport Metropolitan Borough Council Provider Agreement is hereby incorporated into this Agreement.

I understand that any failure on my behalf to uphold any obligation placed upon me by the Stockport Metropolitan Borough Council Provider Agreement may result in a withdrawal of funding to deliver early education entitlements in my setting and/or recall of any monies already paid.



STOCKPORT

METROPOLITAN BOROUGH COUNCIL

Signed on behalf of the Council		
	Print Name:	
	Position:	
	Date:	

The ORGANISATION - I agree to the conditions in the Stockport Provider Agreement for funding.

Organization Name:

Registered/Nominated Person:	EY Number:

Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
Postcode:	
Signed by: (registered/nominated person)	
Print Name:	
Status:	Maintained / Day Nursery / Childminder / Playgroup or Pre-School / OOSC
Date:	Please return to: eyportal@stockport.gov.uk