



Town Hall,  
Stockport SK1 3XE

Date of Issue: 7<sup>th</sup> July 2025

Dear Early Years Provider

**Clarification of Stockport Provider Agreement for the funding of: Early Education and Childcare**

- 1 We refer to the Stockport Provider Agreement for the funding of: Early Education and Childcare 2025 between you and us (**Agreement**).
- 2 Having received feedback from Stockport Private Providers Network we are clarifying some areas of the Agreement.
- 3 In consideration of each party agreeing to comply with the Agreement and the changes set out in this letter, we agree to amend the Agreement with effect from 1 April 2025.
- 4 Unless otherwise provided, the words and expressions defined in, and the rules of interpretation of, the Agreement shall have the same meaning and effect in this letter.
- 5 We agree to amend the Agreement by:

**Clarify the effective date**

- 5.1 Page 1: deleting the words 'Valid from April 2025' on page 1 and replacing it with the words 'This Stockport Provider Agreement is deemed to take effect from 1 April 2025'.
- 5.2 Page 4, clause 1.9: deleting the text at clause 1.9 and replacing it with: 'This Stockport Provider Agreement is made on the date it is signed by both parties and takes effect from 1 April 2025 and, unless terminated earlier in accordance with clause 2.98 or clause 2.102 (Termination and withdrawal of funding) shall continue until an updated Stockport Provider Agreement is issued by Stockport Council.'
- 5.3 Page 22, Annex B: deleting the following words in Annex B: '**THIS AGREEMENT comes into effect on the 1<sup>st</sup> day of April 2025**' and replacing it with the words: '**THIS AGREEMENT is made on the date it is signed by both parties and takes effect from 1 April 2025**'

**Stockport's Council's Family Information Services**

- 5.4 Page 13, clause 2.65: deleting the text at clause 2.65 and replacing it with: 'The **Provider** is required to contribute to the provision of public information on childcare by updating their details on the Stockport Childcare Information Directory at [www.stockport.gov.uk/childcare](http://www.stockport.gov.uk/childcare).'

- 5.5 Page 16, clause 2.74: deleting the words 'Stockport Council's Family Information Services – [www.stockprt.gov.uk/childcare](http://www.stockprt.gov.uk/childcare)' at clause 2.74 on page 16 and replacing it with the words 'Stockport Childcare Information Directory at [www.stockport.gov.uk/childcare](http://www.stockport.gov.uk/childcare)'.

#### **Update definitions and clause cross-referencing**

- 5.6 Page 3, clause 1.1:
- amending the definition of '**Chargeable Extras**' in clause 1.1 by deleting the words 'in clause 2.66' and replacing it with the words 'in clause 2.69'.
  - amending the definition of '**Early Years Headcount Portal**' in clause 1.1 by deleting the words 'in clause 2.56' and replacing it with the words 'in clause 2.58'.
- 5.7 Page 6, clause 2.6: deleting the text at clause 2.6 and replacing it with: '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 pursuant to this Stockport Provider Agreement in accordance with section A4.28 of the 'Early Education and Childcare – Statutory Guidance for Local Authorities updated February 2025 which applies from 1 April 2025 (the '**Statutory Guidance**')'; and shall provide the Provider with a written explanation of the decision to withdraw funding.'
- 5.8 Page 16, clause 2.76: amending the cross-reference in clause 2.76 on page 16 so that it refers to clause 2.74(a) instead of clause 2.74; and clause 2.75(a) instead of clause 2.75

#### **Parental Agreement**

- 5.9 Page 17, clause 2.86: deleting the text at clause 2.86 and replacing it with:

'Parental Agreements shall include the following minimum terms:

That the parent accepts that they may not terminate or change their child's funded place during a term except in the below listed exceptional circumstances:

- Family moving to a new house.
- Change in the child's primary carer.
- Change of employment i.e., new job/unemployment
- Health and safety concerns i.e., child with long term sickness/child protection

#### **Numbering changes**

- 5.10 Page 16: amending clause numbers in the Agreement as follows:
- clause 2.74 on page 16 is amended to read 2.74(a);
  - clause 2.75 on page 16 is amended to read 2.75(a); and
  - clause 2.76 on page 16 is amended to read 2.76(a).

#### **Clarify language within clauses**

- 5.11 Page 6, clause 2.5(iii): deleting the text at clause 2.5(iii) and replacing it with: 'should deliver the Funded Services consistently to all parents whether in receipt of 15 or 30 hours entitlement

regardless of whether they opt to pay for Chargeable Extras and/or any associated consumable or activity for their child. The Provider should be transparent with 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 as those who are not. For the avoidance of doubt Providers must allow parents the ability to opt out of paying for Chargeable Extras and/or any associated consumable or activity for their child. This should be delivered in accordance with the Statutory Guidance and in particular paragraphs A1.37 and A1.43 of the Statutory Guidance.'

- 5.12 Page 6, clause 2.5(vii): deleting the text at clause 2.5(vii) and replacing it with: 'meet the independent school standard (where applicable) in relation to the spiritual, moral, social and cultural development of pupils.'
- 5.13 Page 15, clause 2.70: deleting the text at clause 2.70 and replacing it with: 'Not used.'
- 5.14 Page 15, clause 2.76: deleting the text at clause 2.76 and replacing it with: 'Not used'.
- 6 This letter is supplemental to the Agreement and, subject to the amendments described in this letter, the Agreement shall remain in full force and effect.
- 7 You further agree and declare that the terms of the Agreement, except as varied by this letter, are confirmed as if the same were set out in this letter in full, and that such terms as so varied shall for all purposes be deemed incorporated in this letter.
- 8 This letter and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this letter, its subject matter or formation (including non-contractual disputes or claims).

If you agree to the terms of this letter, please have an authorised signatory sign and return it. This letter is made on the date it is signed by both parties and the Agreement as amended by this letter takes effect from 1 April 2025.

Yours faithfully

Signed by an authorised signatory

for and on behalf of the Metropolitan Borough Council of Stockport

Signature: .....

Position: .....

Date: .....

**We confirm our agreement to the terms of this letter.**

Yours faithfully

Signed by an authorised signatory for and on behalf of

Early Years Provider Name: .....

Signature: .....

Name and Position: .....

Date: .....