



FREE EARLY EDUCATION AND CARE ENTITLEMENT PARENT AGREEMENT – 2022-23

THIS AGREEMENT is made on the _____ day of _____ 20____ **BETWEEN**
..... (“the Provider”)

and (“the Parent”)

For the Period of the Agreement between **and** (**.....Terms**)

The Parent agrees as follows:

1. My Child [insert name], is entitled to Free Early Education and Care for the above Period so long as my Child remains eligible in accordance with the terms of this Agreement and the Statutory Universal Entitlement, being a maximum of 15 hours each week (or 30 hours if eligible for the Statutory Extended Entitlement) for a minimum of 38 weeks in the year (570 hours or 1140 hours if eligible for the Statutory Extended Entitlement).
2. The details I have provided overleaf are accurate and true and which I will amend if necessary by informing the Provider in writing and completing a new Parent Agreement, and to be agreed by the Provider, before the commencement of each relevant School term. I understand that any false information provided could lead to my free entitlement funding being withdrawn.
3. My Child’s free entitlement can be provided by a maximum of two sites in one day (which can include schools and academies with nursery provision, day nurseries, pre-schools, playgroups, childminders and out of school provision).
4. I will ensure my Child attends the Provider for the number of free hours I have requested and will inform the Provider of the reason for any absences. I understand the Provider is entitled to terminate this Agreement if my Child does not attend for ten Provider Working Days and I fail to inform the Provider of the reason for absence. If the termination occurs within twenty Provider Working Days prior to the end of the Provider’s funding period of any school term, a reduced notice period will apply.
5. I have to pay the Provider direct in accordance with the Provider’s separate terms and conditions, a copy of which I have seen;
 - a. for any additional Services I have requested or received from the Provider in excess of my Child’s free Statutory Entitlement,
 - b. for any Services provided by them during any period where I am not entitled to receive funding from Kirklees Council in accordance with the terms of this Agreement and the Statutory Entitlement.
6. If I wish to cancel this Agreement I will give the Provider at least twenty Provider Working Days written notice.
7. Where applicable, if my employment circumstances change and my child is no longer eligible for the Statutory Extended Entitlement I understand a grace period will apply, and I will notify the Provider that this is the case.
8. Where there is any conflict between the terms of this Agreement and those of the Provider’s separate terms relating to the Statutory Entitlement, the terms of this Agreement shall prevail.

Signed by the Parent: **Date:**

Print Name:

The Provider agrees as follows:

1. I shall provide the Early Education and Care Services to the Child as set out overleaf in accordance with the FEEC Guide, the terms of this Agreement and the Kirklees Agreement and understand that failure to do so could result in our receiving no payment, or refunding any payments made to us, and/or removal from the Kirklees List of Approved Providers.
2. I have checked the Child’s original identification document (i.e. birth certificate) and kept a copy. The reference number is:.....
3. I shall enter into the “Kirklees Agreement” with Kirklees Council regarding the provision of Services to the Child as set out overleaf, except where the Provider is a local authority maintained school.
4. At all times, I will notify the parent in writing and in advance, of the days I am not open for business during the length of this Agreement (with the exception of weekends, Good Friday, Christmas Day, bank holidays and any designated public holidays).

Signed by the authorised signatory of the Provider:

Date: **Print Name:** **Capacity:**

1. CHILDS DETAILS

Legal Forename		Legal Surname	
Middle name (s)		Preferred Surname	
Address		Postcode	
Date of Birth		Gender	
		Ethnicity	
		SEN Stage	

2. PARENT / GUARDIAN DETAILS - EARLY YEARS PUPIL PREMIUM [applicable to universal hours only]

It is important that Parent / Guardian 1 is the Claimant, for example the person named on the Tax Credit Award Form or Letter from the Department for Work and Pensions. Data Protection Statement: Completing this section is optional, by providing your details in this section you are agreeing to Kirklees Council using your details to check if your child is eligible to the Early Years Pupil Premium from age 3 and the Pupil Premium and/or the Free School Meal entitlement when he/she starts school. The Council will notify the provider of the outcome of the initial check and any subsequent checks. The Council will not use your details for any other purposes unless required to do so by law. If you require more details refer to the Privacy Notice or call: 01484 221000 [ask for free early education] or email: earlyeducation@kirklees.gov.uk

Complete either A or B	Parent / Guardian 1 (Claimant)	Parent / Guardian 2
Forename		
Surname		
Date of Birth		
A: National Insurance or NASS Number		
B: My child has left Local Authority Care through adoption, a special guardianship order or child arrangements order, and I have attached a copy of the care order	Yes	<input type="checkbox"/>

3. WEEKLY ATTENDANCE and CLAIM DETAILS [complete for standard and stretched claims]

- Tick if your child has **previously stretched their free entitlement at another provider**

Note for parents eligible to the Extended Entitlement: If your child attends more than one provider it is important to specify where you are claiming your child's **universal** entitlement and **extended** entitlement. For example, if your circumstances change consider which provider you would choose to keep accessing your child's universal entitlement.

Enter weekly hours	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Total
Universal free hours								
Extended free hours (if eligible)								
Non-funded hours paid for by parent								
Total hours								

4. STRETCHED CLAIM DETAILS

Important Note: if your child moves to a provider/school that does NOT offer stretching (e.g. less hours each week over more weeks in the year) your child will only be able to access their remaining entitlement for the rest of the year

Enter termly hours	Total weeks in term	Total Universal free hours	Total Extended free hours (if eligible)	Total free hours
Summer				
Autumn				
Spring				
Totals for year				

5. If your child attends other providers please enter their names here:

.....

6. Signed by the Parent: **Date:**

- Tick to confirm you have read the 'Parent Agreement Key Facts Statement' and the 'Privacy Notice

Signed by the Provider: **Date:**

PARENT AGREEMENT Key Facts Statement: Free Early Education and Care for 2, 3 and 4 year olds

Explanation of the parent terms and conditions

1. Your child is entitled to 570 hours of early education and care each year over a minimum of 38 weeks. The most hours you can use each week is 15 hours, this entitlement is known as the **Statutory Universal Entitlement**. Families that meet the Government’s eligibility criteria are entitled to an additional 15 hours of free childcare each week for 38 weeks (an additional 570 hours each year, subject to continued entitlement), this is known as the **Statutory Extended Entitlement**.

Hours are usually taken during school term time but some early education providers may offer free hours in the school holidays, this is known as ‘Stretching’, for example children could have 11 hours each week for 51 weeks.

The table below shows when your Child is eligible for a free place. The period of the Agreement could be between one and nine school terms depending on certain factors; for example whether your Child is an eligible two year old, when your Child starts attending full time school and/or if they are stretching their entitlement.

If your Child’s 3rd birthday falls between: [or 2nd birthday for eligible children]	He or she will become entitled to a free place from:
1 st January and 31 st March	the start of the summer term beginning on or following 1st April after your Child’s 3 rd birthday [or 2 nd birthday for eligible children]
1 st April and 31 st August	the start of the autumn term beginning on or following 1st September after your Child’s 3 rd birthday [or 2 nd birthday for eligible children]
1 st September and 31 st December	the start of the spring term beginning on or following 1st January after your Child’s 3 rd birthday [or 2 nd birthday for eligible children]

2. You must provide the correct details of your Child including his/her **full legal name as shown on their Birth Certificate**. You must also provide accurate details of your Child’s intended attendance pattern for the whole period of the Agreement. If you need to change your Child’s attendance pattern, you can do this by completing a new Parent Agreement, as long as your Provider agrees and can accommodate your request. If any of your Child’s details change you should inform your Provider in writing, for example a change of legal surname.
3. Your Child can access their free entitlement at more than one provider but is limited to attending a maximum of two sites in any one day, for example your child could attend a breakfast club on a school site followed by a morning session at the school nursery and then go to a childminder for the rest of the day. The free entitlement can be accessed at various types of provision including; schools and academies with nursery provision, day nurseries, pre-schools, playgroups, childminders, out of school clubs and holiday schemes. If your Child does attend more than one Provider you must complete and sign a Parent Agreement with each Provider.

4. You should try to ensure your Child attends each free session. However, if this is not always possible you must notify the Provider of any reasons for absence. Your Provider will give you **twenty Provider Working Days written notice*** to end your Child's place if your Child is absent for ten Provider Working Days and you have not told your Provider why your Child is absent. If such notice is given within **twenty Provider Working Days** prior to the end of the Provider's funding period relating to any school term, the notice will be reduced to the remaining Provider Working Days of that funding period.
5. You will have to pay your Provider for any additional services that you request, for example if you require more than 15 hours a week or 570 hours a year (or 30 hours a week / 1,140 a year hours if eligible).
6. To cancel your Agreement (or change Provider) you will need to give the Provider at least **twenty Provider Working Days written notice**.
7. If you are eligible to the **Statutory Extended Entitlement** and your circumstances change which mean you are no longer eligible you must inform your provider. Provided your child has started accessing their extended entitlement place a grace period will apply which enables your child to continue attending for a specified period of time. Details about the length of grace periods can be found on the *"30 Hours Free Childcare Eligibility Consent Form"*.
8. The terms of your Free Early Education and Care Parent Agreement will replace any other agreement you have with the Provider in relation to your Child's Statutory Universal and/or Extended Entitlement.
9. Your child can start their funded place at a provider before the final termly deadline which is usually two weeks before the end of the school term subject to the start date being after the 20 Provider Working Days' notice period at any previous provider if applicable. Once this deadline has passed it will not be possible for change to be made to your child's funding until the following term. This includes movement to a different provider after the deadline.

* Provider Working Days means any day the Provider is usually open for business, therefore in most cases excluding weekends, Good Friday, Christmas Day, bank holidays, days designated as public holidays and any day specified by the Provider as a non-working day. Your Provider will notify you in writing and in advance, of the days they will be closed during the length of your Agreement. This may be by email, on their notice board or published on their website.

Stretching the Free Entitlement

'Stretching' means your child may be able to use their free hours all year round without the need to purchase childcare during the school holidays. For example, instead of using 15 hours each week for 38 weeks, your child could use 11 hours for 51 weeks (22 hours if eligible to the extended entitlement). This example is shown in the table below for financial year 2022/23, your provider may offer other options for stretch.

Term	Term dates	Maximum number of weeks in the funded period (51 week model)	Number of hours in the funded period Based on 11 hours per week (universal entitlement)	Number of hours in the funded period Based on 22 hours per week (extended entitlement)
Summer 2022	25 April 2022 – 4 September 2022	19	209	418
Autumn 2022	5 September 2022 – 2 January 2023	17	187	374
Spring 2023	3 January 2023 – 16 April 2023	15	165	330

Stretching should not be confused with spreading childcare costs over equal monthly payments. Some providers offer annualised invoicing to spread the cost evenly throughout the year.

It is important to note that if your child is moving into **reception or a school nursery class** in the autumn term (September) you must limit your hours to the maximum allowed for a standard claim in the summer term which is 180 hours (universal entitlement) or 360 hours (extended entitlement).

If your child attends a stretch provider in the summer term and then moves to a new provider in the autumn or spring terms who does not offer stretch (they offer term-time places only) please note you may not have enough hours left to cover the autumn and spring terms due to the long stretch period in the summer term.

It is important that you tell your new provider that your child has stretched and the new provider must manage the remaining entitlement and be clear with you about how this will be made available. The new provider can invoice you for any free hours you have accessed over the maximum entitlement, or claim less hours per week or adjust your child's attendance dates for the free entitlement period.

Data Protection Act 2018 - Privacy Notice

The retained EU law version of the General Data Protection Regulation ((EU) 016/679) is a European Union regulation implemented in the United Kingdom through the Data Protection Act 2018.

Schools, Childcare Providers, Local Authorities [LAs], the Department for Education [DfE] and a number of other organisations are all 'data controllers' under the Act, in that they determine the purpose[s] for which 'personal data' [i.e. information about living individuals from which they can be identified] is processed and the way in which that processing is done.

Data controllers have to provide 'data subjects' [individuals who are the subject of personal information] with details of who they are, what information they collect, why they collect the information including the lawful basis for collecting and processing the information, how long the information is kept and any third parties to whom the information may be passed on to. The [Local Authority privacy notice explains how the Council uses your data and the Provider privacy notice](#) explains how your childcare provider uses your data.

Complaints

1. Your Provider should have a clear complaints procedure made available to all parents which should also include a procedure for parents who are not satisfied their child has received their free entitlement in the correct way (e.g. in accordance with the law or as set out in the Early Education and Childcare Statutory guidance for Local Authorities).
2. If a parent is not satisfied with the way in which their complaint has been dealt with by the Provider they can make a complaint to the Council, in writing, to the Service Director for Learning and Early Support, Directorate for Children and Young People, Civic Centre 3, Market Street, Huddersfield, HD1 2EY or send an email to earlyeducation@kirklees.gov.uk
3. The Council will investigate the complaint and provide a written response within a reasonable timeframe.
4. If a parent is not satisfied with the way in which their complaint has been dealt with by the Council or believes the Council has acted unreasonably, they can make a complaint to the Local Authority Ombudsman (www.lgo.org.uk). Such complaints will only be considered when the local complaints procedures have been exhausted.

Instructions for completing the Parent Agreement

Page 1

- Read the terms and conditions of the Agreement and refer to the Key Facts Statement above.
- At the top of the Agreement enter the full name of your Provider. Then enter your full name and the period of the Agreement (e.g. the date the place will start and is intended to end). Then enter the number of school terms the Agreement will be in force (up to a maximum of nine school terms).
- Sign and date the Agreement and enter your full name again.

- **Important: Please tick the box to confirm you have read these documents:**
 - *'Parent Agreement Key Facts Statement on Free Early Education and Care for 2, 3 and 4 year old'* and
 - the *'Privacy Notice'*.

SECTION 1 – CHILDS DETAILS

- Complete all your Child's details in this Section. The list of Ethnicity and Special Educational Needs (SEN) Codes will be shown to you by your Provider.

SECTION 2 – PARENT / GUARDIAN DETAILS – EARLY YEARS PUPIL PREMIUM

- Complete your details in this section so that the Council can check to see if your child is eligible for Early Years Pupil Premium funding. This is extra money that will be paid to your Provider to help your Child's learning and development (please note this funding is available for 3 and 4 year olds only).

SECTION 3 – WEEKLY ATTENDANCE AND CLAIM DETAILS

- Firstly it is important to tick the box if your child has previously stretched their free entitlement at another provider.
- **Important note for parents eligible to the Extended Entitlement:** If your child attends more than one provider it is important to specify where you are claiming your child's **universal** entitlement and where you are claiming your child's **extended** entitlement. For example, if your circumstances change and you are no longer eligible would your child continue attending each provider? If yes, consider which provider you would choose to keep accessing your child's **universal** entitlement at and which provider you would choose to pay.
- Complete your Child's intended weekly attendance details for the whole period of the Agreement.
 - **Universal** free hours – enter the number of **universal** free hours your Child will attend each day and the total each week, up to a maximum of 15 hours.
 - **Extended** free hours (if eligible) - enter the number of **extended** free hours your Child will attend each day and the total each week, up to a maximum of 15 hours.
 - **Non-funded** hours paid for by the parent or other third party - enter the number of paid hours your Child will attend each day and the total each week.
 - **Total hours** - enter the total number of hours (free and paid) your Child will attend each day and the total each week.

SECTION 4 – STRETCHED CLAIM DETAILS

- Only complete this section if you are stretching your Child's entitlement. Your provider can help you to complete this section. For stretching claims the period of the Agreement cannot be for more than one financial year, if your Child is attending for four terms or more a second Agreement will need completing in the following financial year.

SECTION 5 – OTHER PROVIDERS

- If your child attends more than one provider please enter their names in this section.

SECTION 6 - SIGNATURES

- Sign and date the Agreement at the bottom of page 2 and return your Agreement to your Provider before your Child starts to attend their statutory free entitlement hours.
- Your Provider will date the Agreement at the top of page 1 then sign and date the Agreement at the bottom of pages 1 and 2.
- Your Provider will give you a copy of the Agreement.