

## **PARENT AGREEMENT: TERMS OF AGREEMENT AND KEY FACTS STATEMENT**

### **Free Early Education and Care**

#### **A. Terms of Parent Agreement**

##### **The Parent agrees as follows:**

1. My Child is entitled to Free Early Education and Care so long as my Child remains eligible in accordance with the terms of this Agreement and the entitlements as stated in the Department for Education (DFE) Statutory Guidance.
2. The details I have provided on the Parent Agreement are accurate and I will amend by informing the Provider and completing the relevant section of the agreement with my Provider as my Child moves through entitlements by age group, (to be agreed by the Provider) and I understand that any false information provided could lead to my free entitlement funding being withdrawn.
3. 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 absences. I understand the Provider is entitled to terminate this Agreement if my Child does not attend for ten (10) Provider Working Days and I fail to inform the Provider of the reason for absence.
4. 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 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 Entitlements.
5. If I wish to cancel this Agreement with the Provider or move my Child's funded place to a new Provider I will give the Provider at least twenty (20) Provider Working Days written notice.
6. I understand that it is my responsibility to apply for the Working Parent Entitlement and to renew my eligibility every 3 months or when requested by HMRC.
7. Where applicable, if my employment circumstances change and my Child is no longer eligible for the Working Parent Entitlement I understand a grace period will apply, and I will notify the Provider that this is the case.
8. I understand that I am required to show the Provider my Child's birth certificate, passport or adoption certificate as proof of my Child's identity and date of birth.
9. 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.
10. I understand and agree that the information provided on the Parent Agreement will be shared with Kirklees Council and the Department for Education (via the annual Early Years Census) who will access information from other government departments (HMRC and DWP) to confirm eligibility and entitlements. I understand that personal data submitted by my Provider about my child will be used by Kirklees Council, in accordance with the Data Protection Act 2018, throughout my Child's education.

**The Provider agrees as follows:**

1. I shall provide the Early Education and Care Services to the Child as set out in the Parent Agreement in accordance with the 'Delivery of Free Early Education and Care Provider 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 to verify the Child's full legal name and date of birth.
3. I shall enter into the "Kirklees Agreement" with Kirklees Council regarding the provision of Services to the Child as set out on the Parent Agreement and the 'Delivery of Free Early Education and Care Provider Guide' ( local authority maintained schools do not sign the Kirklees Agreement but are expected to follow the 'Delivery of Free Early Education and Care Guide for Local Authority Maintained Schools').
4. I will notify Kirklees Council by submitting a 'Notification of Child Leaving a Funded Place' form when a Child leaves a funded place during the funded period.
5. I will (together with the Parent) complete and sign the relevant section of the agreement as the Child moves through entitlement by age. If the Child is stretching their entitlement I agree to complete the relevant Stretch Year section of the Parent Agreement at the start of each financial year (before the start of the summer term).
6. 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).

**Please see pages below for Key Facts**

## KEY FACTS

### B. Working Parent Entitlement for Two Year Olds and Under

The government is introducing this entitlement in stages with eligible working parents of two year old's receiving 15 hours per week from April 2024 for 38 weeks, then from 9 months old (cut off dates of birth apply) and one year olds from September 2024. This will increase to 30 weekly hours from September 2025. This entitlement is known as the **Working Parent Entitlement** and is also referred to as **Expanded Hours**. Parents need to apply via [Childcare Choices](#)

**The table below shows when your Child may be eligible for a free place (subject to assessment of eligibility by HMRC). Please note you need to apply by 31<sup>st</sup> March for summer term, 31<sup>st</sup> August for autumn term and 31<sup>st</sup> December for spring term.**

If your child turns two years old by 31 <sup>st</sup> March 2024 (born between 1 <sup>st</sup> April 2021 and 31 <sup>st</sup> March 2022)	The start of the summer term beginning on 8 <sup>th</sup> April 2024 (after the Easter holidays)
Children aged 9 months to one year old. Child must have been born no later than 30 <sup>th</sup> November 2023.	The start of the autumn term beginning on 2 <sup>nd</sup> September 2024
Born between 1 <sup>st</sup> December 2023 and 31 <sup>st</sup> March 2024	The start of the spring term beginning 6 <sup>th</sup> January 2025 after your Child turns 9 months
Born between 1 <sup>st</sup> April 2024 and 30 <sup>th</sup> June 2024	The start of the summer term beginning on 22 <sup>nd</sup> April 2025 after your Child turns 9 months

### C. Two Year old entitlement for families in receipt of eligible benefits, children meeting certain social needs criteria or No Recourse to Public Funds (NRPF).

Some two year olds are entitled to 15 hours per week if the Child or parent/guardian meet the eligibility criteria, parents can view the eligibility criteria and apply to Kirklees Council for a six digit code here [Free learning and childcare for 2 year olds | Kirklees Council](#)

Some parents will meet both the criteria for the Working Parent and this Two Year Old Entitlement, but you can only apply under one scheme for a total of 15 hours. The government advise that parents who meet both criteria should apply under this criteria as you will remain eligible until your child is old enough for 3&4 year old funding, even if your circumstances change, however, with the Working Parent Entitlement you can lose eligibility if your circumstances change. From September 2025 the government changes this guidance to recommend parents meeting both criteria apply under the Working Parent Entitlement as this will be 30 free hours whereas this two year entitlement will remain at only 15 hours.

**The table below shows when your Child may be eligible for a place (subject to assessment of eligibility):**

<b>If your Child's 2<sup>nd</sup> birthday falls between:</b>	<b>He or she will become entitled to a free place from:</b>
1 <sup>st</sup> January and 31 <sup>st</sup> March	The start of the summer term beginning on or following 1 <sup>st</sup> April after your Child's 2 <sup>nd</sup> birthday
1 <sup>st</sup> April and 31 <sup>st</sup> August	The start of the autumn term beginning on or following 1 <sup>st</sup> September after your Child's 2 <sup>nd</sup> birthday
1 <sup>st</sup> September and 31 <sup>st</sup> December	The start of the spring term beginning on or following 1 <sup>st</sup> January after your Child's 2 <sup>nd</sup> birthday

#### D. Three and Four year old Universal Entitlement and Working Parent Entitlement

Every Child is entitled to 570 hours of early education and care each year over a minimum of 38 weeks via the Three and Four Year Old Universal Entitlement regardless of parent/guardian employment status, income or immigration status. The most hours you can use each week is 15 hours, this entitlement is known as the **Statutory Universal Entitlement**. There is no application for the Universal Entitlement and no code is required.

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 **Working Parent Entitlement** and is also referred to as Expanded or Extended Hours. Parents need to apply via [Childcare Choices](#) **Please note you need to apply by 31<sup>st</sup> March for summer term, 31<sup>st</sup> August for autumn term and 31<sup>st</sup> December for spring term.**

The table below shows when your Child is eligible for a free place (though your child may qualify for a free place earlier than this - see section A&B).

<b>If your Child's 3<sup>rd</sup> birthday falls between:</b>	<b>He or she will become entitled to a free place from:</b>
1 <sup>st</sup> January and 31 <sup>st</sup> March	The start of the summer term beginning on or following 1st April after your Child's 3 <sup>rd</sup> birthday
1 <sup>st</sup> April and 31 <sup>st</sup> August	The start of the autumn term beginning on or following 1st September after your Child's 3 <sup>rd</sup> birthday
1 <sup>st</sup> September and 31 <sup>st</sup> December	The start of the spring term beginning on or following 1st January after your Child's 3 <sup>rd</sup> birthday

#### E. 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 Working Parent Entitlement for three and four year olds). Your Provider will be able to tell you if they offer stretch and the stretch models they offer.

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 **a school nursery class or any Provider who does not offer stretch** 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 (Working Parent Entitlement for 3&4 year olds).

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.

For all children moving into a full time school reception place in the autumn term (usually the September after your Child's 4th birthday) the stretch hours will automatically be capped at 180/360 hours 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 hours you have accessed over the maximum entitlement, claim less hours per week or adjust your Child's attendance dates for the free entitlement period.

## F. Early Years Pupil Premium (EYPP)

Providers can claim extra funding through Early Years Pupil Premium to support children's development, learning and care. Children whose parents are in receipt of certain benefits, children currently looked after by the local authority and children who have left local authority care via adoption, Special Guardianship Order or Child Arrangements Order are eligible. Parental consent for eligibility to EYPP to be checked is collected via the Parent Agreement. Please enter your name, date of birth and National Insurance or NASS number. If your child has left care via adoption, SGO or CAO, please give a copy of the order to your Provider. Full eligibility criteria can be found here [Early Years Pupil Premium](#) From April 2024 EYPP is available for all age groups but is only paid on the universal entitlement hours for 3&4 year olds.

## G. Disability Access Fund (DAF)

Providers can claim Disability Access Funding to support children with a disability to access the free entitlement. A lump sum payment is available annually to Providers who have eligible funded children in receipt of Disability Living Allowance [DLA]. To apply for DAF please speak to your Provider – further information can be found here [Disability Access Funding](#) From April 2024 DAF is available for all age groups from 9 months to 3&4 year olds.

## H. Period of the Parent Agreement

Parents complete one agreement with each Provider their Child attends. The agreement could potentially be in place from when a Child first qualifies for the Working Parent Entitlement until the Child leaves to attend a full time school place. The agreement will need to be updated periodically as your Child moves through the different entitlements depending on their age. If you are stretching your entitlement the 'Stretch Year' sections must be completed annually at the start of each financial year, i.e. from summer term after the Easter holidays and ending the following spring term.

## I. Completing the Parent Agreement

1. You must provide the correct details for your Child including their **full legal name as shown on their Birth Certificate, Adoption Certificate or Passport**. You must also provide accurate details of your Child's intended attendance pattern whilst they are accessing the relevant entitlement for their age group. If you need to change your Child's attendance pattern, you can do this by completing a new Parent Agreement or updating the relevant age section as long as your Provider agrees and can accommodate your request. If any of your Child's details change or you change your address you should inform your Provider in writing, for example a change of legal surname. Your Child's record will be used throughout their education including when you apply for a school place, so it is vital that the council has your Child's correct details.
2. 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.
3. The maximum amount of funded hours that can be claimed each day is 10 hours. This is DFE Statutory Guidance. There is no minimum session length, but free hours cannot be claimed before 6am or after 8pm.
4. You should try to ensure your Child attends each funded session. However, if this is not always possible you must notify the Provider of any reasons for absence. Your Provider will give you twenty (20) Provider Working Days written notice\* to end your Child's place if your Child is absent for ten (10) Provider Working Days and you have not told your Provider why your Child is absent. If such notice is given within twenty (20) 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. Your Provider will be able to provide you with further information if your Child has an extended holiday (more than four (4) weeks) during the funded period or if your Child is absent long term due to illness.
6. 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 - 1140 hours if eligible)
7. Early Years Funding is not intended to cover the costs of meals, other consumables, additional hours or additional services. Providers, who choose to offer the free entitlements, are responsible for setting their own policy on providing parents with options for alternatives to additional charges.
8. Providers should publish their admissions criteria and any fees for consumables, additional hours and services and make these easily available to parents to enable parents to make an informed choice of Provider.
9. To cancel your Agreement (or change Provider) you will need to give the Provider at least **twenty (20) Provider Working Days written notice**. Written notice can be electronic for example an email.
10. If you are eligible to the Working Parent Entitlement and your circumstances change which mean you are no longer eligible you must inform your Provider. Provided your Child has started accessing their Working Parent Entitlement a grace period will apply which enables your Child to continue attending for a specified period of time. The grace period end date can be found on your Childcare Services Account and your Provider can also inform you of the Grace Period End Date.
11. 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, Two Year old or Working Parent Entitlement.
12. 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 twenty (20) Provider Working Days' notice period at any previous Provider if applicable. Once this deadline has passed it will not be possible for changes 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.

## **J. Instructions for completing the Parent Agreement**

- Read the terms and conditions of the Agreement above and refer to this Terms of Agreement and Key Facts Statement and the [Privacy Notice](#). **Important: Please tick the box to confirm you have read these documents:**
- At the top of the Agreement enter the full name of your Provider.
- Sign and date the relevant Section 3, 4 or 5 according to your child's age and entitlement; if your Child is stretching you will also need to sign Section 6 on an annual basis before the start of each summer term.
- Return your Agreement to your Provider before your Child starts to attend their entitlement.
- Your Provider will sign and date the Agreement in the relevant sections.
- Your Provider will give you a copy of the Agreement.
- Please do not share completed versions of the Parent Agreement via email as email is not considered to be a secure way of sharing personal data. Blank copies of the Parent Agreement can be emailed so that parents can see the information required and also access the link to this document.

## SECTION 1 – CHILDS DETAILS

- Complete all your Child's details in this Section. The list of Ethnicity and Special Educational Needs (SEN) Codes can be found here: [Ethnicity-SEN-codes](#)

## SECTION 2 – PARENT / GUARDIAN DETAILS FOR WORKING PARENT ENTITLEMENT AND EARLY YEARS PUPIL PREMIUM (EYPP)

- Complete your details in this section so it can be checked if your Child is eligible for the Working Parent Entitlement and Early Years Pupil Premium funding. Only enter your own date of birth if you are consenting for EYPP eligibility to be checked. Your National Insurance number is essential to check both eligibility to the Working Parent Entitlement and EYPP.

## SECTION 3 – WORKING PARENT ENTITLEMENT FOR TWO YEAR OLDS AND UNDER - WEEKLY ATTENDANCE AND CLAIM DETAILS

- Enter 11 digit eligibility code as provided by HMRC.
- Enter the number of 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 (funded and paid) your Child will attend each day and the total each week.

## SECTION 4 – TWO YEAR OLD ENTITLEMENT (Families in receipt of eligible benefits, NRPF or social needs criteria)

- Enter 6 digit eligibility code provided by Kirklees Council.
- Enter the number of funded 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 5 – THREE AND FOUR YEAR OLD UNIVERSAL AND WORKING PARENT ENTITLEMENT

**Important note for parents eligible to the Working Parent Entitlement for Three and Four Year Olds:** 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 **Working Parent** 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.

- **Universal** hours – enter the number of **universal** funded hours your Child will attend each day and the total each week, up to a maximum of 15 hours.
- **Working Parent** hours (if eligible) - enter the number of **extended** funded 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 (funded and paid) your Child will attend each day and the total each week.



## SECTION 6 – STRETCHED CLAIM DETAILS

- **Important note for Providers:** For children who are not stretching or if your Provider does not offer stretch please use the non-stretch version of the Parent Agreement.
- Only complete these sections if you are stretching your Child's entitlement. Your provider can help you to complete this section as they are provided with example stretch models each year. At the start of each financial year (before the start of summer term after the Easter holidays) the 'Stretch Year' details will need updating so you can clearly see how your entitlement will be used for that financial year.

### K. 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 [Privacy Notice](#) explains how your childcare Provider uses your data.

### L. 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](mailto: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](http://www.lgo.org.uk)). Such complaints will only be considered when the local complaints procedures have been exhausted.