Funded Early Education - Provider Agreement

September 2026 – 31 August 2027

SURREY COUNTY COUNCIL

Contents

1 Overview 3
2 Key responsibilities 5
3 Safeguarding 6
4 Eligibility 6
5 The Grace Period 10
6 Flexibility 11
7 Partnership working 12
8 Additional Needs and Disabilities (AN&D) 13
9 Social mobility and disadvantage 14
10 Quality 15
11 Business planning 18
12 Charging 19
13 Offering Funded Entitlement 22
14 Payments 25
15 Compliance 29
16 Termination and withdrawal of funding (see Appendix A) 30
17 Appeals process (see Appendix D) 31
18 Complaints 31
19 Early Years Funded Entitlements - Compliance Process 32
20 Data Protection 33
21 Safeguarding in Employment 38
23 General 40
24 Contact details 40
25 Appendices 41
Appendix A – Withdrawal Process Flowchart 41
Appendix B - Procedure for Withdrawal of Funded Early Education 41
Appendix C - Process for Withdrawal of Funded Early Education 42
Appendix D - Appeals Process Flowchart 44
Appendix E - Appeals Procedure for Withdrawal of Funding 44
Appendix F - Failure to comply with a Compliance Notice 46
Appendix G - Frequently Asked Questions 46

1 Overview

This Agreement is made between the Local Authority and the Provider for the provision of funded early education and childcare. The terms and responsibilities outlined in this document shall be binding upon both parties

All Providers of funded early education and childcare (to include Private, Voluntary, Independent and Maintained Sectors and hereafter referred to as the "Provider") will be required to sign up to the agreement to remain eligible for funding and/or support from the Local Authority.

This agreement is a one year arrangement between Surrey County Council, and The Office for Standards in Education ("Ofsted") registered early years and childcare Providers which will end on the 31st August 2027 after which point, Surrey County Council may revise their funding terms for the following funding year.

From 1st April 2027 - The Council may novate on the same terms and conditions to any body/bodies which substantially performs or carries on any of the functions and/or activities that had previously been performed and/or carried on by the Council and the Service Provider shall, as the request, enter into a novation agreement in such form as the Council shall reasonable specify in order to enable the Council to exercise its rights pursuant to this.

Surrey County Council (the "Local Authority") reserves the right to amend this agreement in accordance with required changes as stated by the Department for Education (DfE) / Secretary of State, or through mutual agreement with local Providers.

1.1 Throughout this document:

- SCC means Surrey County Council
- Council means Surrey County Council
- Parent(s) means a parent or legal guardian.
- Provider(s) means any group, organisation, school or Ofsted or Agency registered childminder providing childcare and **"**Provider" shall have the same meaning.
- Provider Agreement means this agreement.
- EYFS means Early Years Foundation Stage
- Early Years Funded Entitlement means the Working Parent Entitlement, Early Learning for 2 year olds, and the Universal 3 & 4 year old Entitlement
- Early Learning for 2 year olds (formerly FEET) eligible under economic or automatically funded criteria.
- Universal Entitlement means the 15 hours of funded childcare for all 3 & 4 year olds until they reach statutory school age.
- Working Parent Entitlement means the 30 hours for eligible children from the term after they turn 9 months, and the additional 570 hour entitlement for eligible 3 & 4 year olds.

1.2 This Provider Agreement is based on the DfE Model Agreement. Early years Providers must comply with the provisions of this Provider Agreement if they are funded by SCC to provide the Early Years Funded Entitlement.

1.3 This Provider Agreement applies to; the 15 hours funded entitlement Early Learning for 2 year olds (formerly FEET) eligible under economic or automatically funded criteria, the Universal 15 hours for all 3 & 4-year-olds, and the 30 hours Working Parent Entitlement from the term after 9 months old for eligible children, and the additional 570 hour entitlement for eligible 3 & 4 year olds.

1.4 The following frameworks and legislation underpin this agreement:

- Early Education and Childcare Statutory guidance for Local Authorities 2026

- Early Years Entitlements: local authority funding of Providers operational guidance 2026 to 2027
- Childcare Act 2006
- Childcare Act 2016
- Children and Families Act 2014
- Equality Act 2010
- School Admissions Code 2021
- The School and Early Years Finance (England) Regulations 2025
- Early Years Foundation Stage Statutory Framework for Childminders September 2025
- Early Years Foundation Stage Statutory Framework for group and school based Providers September 2025
- Local Authority (Duty to Secure Early Years Provision Free of Charge) Regulations 2014
- The Childcare (Free of Charge for Working Parent Entitlements) (England) Regulations 2022
- Special Educational Needs and Disability (SEND) code of practice 0 to 25 years 2015
- UK Data Protection Act 2018
- Working together to Safeguard Children 2026

1.5 This Provider Agreement is not intended to replace, supersede or negate the requirements or expectations set out in legislation, other published statutory guidance and government advice, which may be amended from time to time, without express change in this Provider Agreement.

1.6 This agreement does not provide guidance on how Providers operate their private businesses, including charges for provision over and above a child's funded hours. SCC 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.

1.7 Providers offering the funded entitlement must sign the Provider Agreement by ticking the box in the Establishment Portal. In doing so, Providers confirm that they will be offering the funded entitlement in accordance with this Provider Agreement. Providers are required to tick that they understand and agree to the Provider agreement twice, once to submit their estimate claim and again when submitting their headcount claims on the Establishment Portal. The headcount is the official and accurate number of children who will be accessing their funded entitlements with the Provider. Providers must have on file, completed and signed declaration forms by the parents for each funded child during the relevant funded period. Providers are required at the beginning of each funded period to submit their headcount information so that the funding can be paid.

1.8 This agreement will be kept under review and updated as necessary, however the Local Authority reserves the right to unilaterally vary this Provider Agreement where this is necessary to reflect changes to legislation, statutory guidance, or policy issued by the Department for Education. Any reference in this Provider Agreement to legislation, regulations, or statutory guidance shall be construed as a reference to such legislation, regulations, or guidance as amended, extended, re-enacted, or replaced from time to time. Changes made in accordance with this clause shall not constitute a significant change to this Provider Agreement and shall not require the Provider's prior consent.

1.9 This Provider Agreement is for:

a) 'SCC'

b) Early years Providers who are referred to as Providers and include:

- Private, voluntary and independent (PVI) early years Providers, childminders registered on the Ofsted Early Years Register.
- Childminders or childcare Providers registered with a childminder agency that is registered with Ofsted
- Schools, nurseries or classes funded by SCC
- Independent schools, academies and funded schools taking children age two and over and which are exempt from registration with Ofsted as an early years Provider.

1.10 SCC cannot impose requirements which subject the early years provision, or services provided by the childminder agency, to a quality assessment process by SCC. Providers are not required to attend any training or other quality improvement programme, other than any training or quality improvement programme identified in an early years provision Ofsted inspection report where the Provider has been judged less than 'safeguarding met' or 'needs attention in any area' or 'effective' by Ofsted or their childminder agency.

1.11 The funded rates are published annually in our Early Years and Childcare Professionals E-Bulletin and on the webpages: Providing funded childcare for working parents, Providing Early Learning for 2 year olds (formerly FEET) and Providing funded early education for 3 & 4 year olds.

2 Key responsibilities

2.1 **Key local authority responsibilities:**

- SCC must secure a funded entitlement place for every eligible child in their area.
- SCC will work in partnership with Providers to agree how to deliver funded entitlement places.
- SCC will be clear about their role and the support on offer locally to meet the needs of children with Additional Needs and Disabilities (AN&D) as well as their expectations of Providers.
- SCC must contribute to safeguarding and promoting the welfare of children and young people in their area.

2.2 **Key Provider responsibilities:**

- The Provider must comply with all relevant legislation and insurance requirements specified.
- The Provider or Childminder Agency must have regular Ofsted inspections. Childminders registered with an agency must have regular quality assurance visits. Ofsted are the sole benchmark of quality, and should a Provider refuse or obstruct Ofsted inspections, SCC are unable to ensure that the Provider is of an appropriate quality. Therefore, SCC will review the Provider's position on the directory of Providers and may remove them if appropriate.
- The Provider should deliver the funded entitlements consistently to all parents regardless of whether they opt to pay for optional services or consumables. This means that the Provider should be clear and communicate to parents, details about the days and times that they offer funded places, along with their services and charges. Those children accessing the funded entitlements should receive the same quality and access to provision.
- Providers can define the number of funded hours that they will offer in a session or day to meet the needs of their families and staff availability, but this information should be made clear to parents within the Provider's admissions policy, charging policy, invoice and website or Family Information Service webpage where applicable.
- The Provider must follow the EYFS and have clear safeguarding policies and procedures in place that link to the Surrey Safeguarding Children Partnership (SSCP) Procedures Manual for recognising, responding, reporting and recording suspected or actual abuse.
- The Provider must have arrangements in place to support children with additional needs and disabilities (AN&D). These arrangements should include a clear approach to

identifying and responding to AN&D. Providers should utilise the Early Intervention Funding and Disability Access Fund to deliver effective support, whilst making information available about their AN&D offer to parents.

2.3 The Provider should identify children who may qualify for Early Years Pupil Premium and promote this offer to parents.

3 Safeguarding

3.1 SCC has overarching responsibility for safeguarding and promoting the welfare of all children and young people in Surrey. In Surrey we work to the Surrey Safeguarding Children Partnership (SSCP) Procedures which include a number of statutory functions under the 1989 and 2004 Children Acts, Childcare Act 2006, Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018 ("the 2018 regulations"), What to do if you are worried a child is being abused 2015, Working Together to Safeguard Children 2026 guidance and Keeping Children Safe in Education 2025 legislation.

3.2 The Education Act 2002, Section 157/175 places a duty on Local Authorities to ensure that educational settings within its jurisdiction, have effective safeguarding arrangements in place to promote the safety and welfare of learners. Section 11 of the Children Act 2004 requires each person or body to which the duties apply; to have regard to any guidance given to them by the Secretary of State and places a statutory requirement on organisations and individuals to ensure they have arrangements in place to safeguard and promote the welfare of children. As part of the section 11 and section 157/175 statutory duties, the Early Years Educational Effectiveness Team will assess the effectiveness of local safeguarding arrangements in PVI settings in a variety of ways including a "safeguarding audit/conversation" which is carried out in a two-year cycle and a termly monitoring of vulnerable children data collection.

3.3 The Provider must follow the EYFS and have clear safeguarding policies and procedures in place that are in line with local guidance and procedures for responding to and reporting suspected or actual abuse and neglect. A lead practitioner must take responsibility for safeguarding, and all staff must have training to identify signs of abuse and neglect. The Provider must have regard to Working Together to Safeguard Children 2026 and Keeping Children Safe in Education 2025.

3.4 In line with the setting's safeguarding children policy and procedures, if an allegation is made against the owner, manager or any other employee/volunteer of the setting (including committee members/governors/office/kitchen/cleaning/maintenance staff) whether paid or unpaid, funding for the early years funded entitlement may be withdrawn by SCC. This is dependent on the outcome of the investigation into the allegation, and whether the setting has breached the conditions of the Provider Agreement. The setting must comply with the advice of the Local Authority Designated Officer (LADO) where they have a duty to notify and any compliance and welfare notices issued by Ofsted. The Provider must inform the SCC Early Years Educational Effectiveness Team of any action taken to safeguard the children in their care: earlyyearsadvisors@surreycc.gov.uk

3.5 If the Provider fails to comply, the process for termination and withdrawal of funding will be followed (see section 16).

4 Eligibility

4.1 The Provider must check original copies of documentation (birth certificate or passport) to confirm a child has reached the **eligible age on initial registration** for all funded entitlements. A record of the date and the member of staff who has checked the documentation must be made on the Surrey County Council (SCC) Declaration Form.

4.2 The Provider must ensure that parents complete the SCC Declaration Form, including address and postcode details. SCC provide an Annual Declaration Form which can be downloaded from our Funded early education - provider forms and guides.

4.3 The form must be completed ensuring the child's **full legal name** (as stated on the birth certificate or passport) is used. It is the Providers responsibility to ensure the form is completed correctly and signed at the beginning of each funded period. The Provider should not complete any of the information on the SCC Declaration Form. A guidance document is also available to download which supports parents completing the form. Declaration Forms must be retained by Providers for 7 years in accordance with ICO regulations.

4.4 If the Provider makes a claim for funding for a child whose date of birth has not been recorded correctly, SCC may reclaim the funding paid for periods when the child was not eligible for the funded entitlement.

4.5 **Providers must ensure** they have confirmation of any eligibility codes **prior to** offering Working Parent Entitlement and early learning for 2 year old places.

4.6 The Provider must have written consent from parents to verify the codes (See section 4.9). SCC will not fund children before eligibility commences. SCC will not backdate funding prior to the eligibility being confirmed. Providers must notify parents that any hours attended prior to eligibility being confirmed will be charged in accordance with their private fee rates.

4.7 **Early Learning for 2 year olds (formerly FEET)**

Some two year olds may be eligible for 15 hours of Early Learning for 2 year olds please check eligibility criteria here - Early Learning for 2 year olds

4.7.1 The Department for Education's eligibility checking system provides a mechanism for local authorities to verify whether children meet the qualifying criteria for Early Learning for 2 year olds. Families can apply for Early Learning for 2 year olds using the online Surrey Application portal - Apply for Early Learning for 2 year olds.

4.7.2 Children are only eligible for Early Learning for 2 year olds from the term after their second birthday:

Date child turns 2	**Earliest date they can claim Early Learning for 2 year olds**
1 September – 31 December	1 January
1 January – 31 March	1 April
1 April – 31 August	1 September

4.7.3 Providers must notify parents that any hours attended prior to eligibility being confirmed, will be charged in accordance with the settings charging terms.

4.7.4 Children funded by Early Learning for 2 year olds should be able to access their entitlement with no additional charge. A session length for the delivery of Early Learning for 2 year olds should not be set so that a parent must pay for any additional hours unless they wish to.

4.7.5 When making the first claim for Early Learning for 2 year olds a Provider can only claim from the date the application was agreed by the Funded Early Education Team. If the child was already attending the early years setting prior to the parent receiving their eligibility letter, the payment to the Provider will not be backdated, unless there are exceptional circumstances. Providers must make it clear to parents that they are liable for any fees until the start date on their eligibility letter.

4.7.6 Once a child has been found eligible for early education for two year olds they will continue to be funded even if the family circumstances change and they no longer meet the eligibility criteria. The Provider should offer places to eligible two year olds on the understanding that the child remains eligible until they qualify for the Universal Entitlement for three and four-year-olds.

4.7.7 There may be some circumstances where households meet the eligibility criteria for both Early Learning for 2 year olds and the Working Parent Entitlement. In these circumstances, the funded hours **must** be provided under Early Learning for 2 year olds for the first 15 hours before any Working Parent Entitlement hours are claimed. This is because, once found eligible, the child will remain eligible for Early Learning for 2 year olds until they become eligible for the Universal or Working Parent Entitlement.

4.7.8 Providers must ensure that parents indicate on the declaration form if they are eligible for both Early Learning for 2 year olds and Working Parent Entitlement and include any hours claimed at another provision.

4.7.9 Children moving from Early Learning for 2 year olds to the Universal Entitlement should be able to continue to access the same hours, terms and conditions they were accessing under Early Learning for 2 year olds.

4.7.10 Where a child is due to move from Early Learning for 2 year olds to the Universal Entitlement, Providers should speak with the parent(s) and explain that they can remain on the same offer or choose to access something different. If a parent opts for a different offer at this stage of transition, the previous Early Learning for 2 year olds conditions no longer apply.

4.8 All 3 & 4 year olds (Universal Entitlement)

4.8.1 Children are entitled to 15 Universal hours of funding from the start of the term beginning on or following the date set out below (these dates are consistent with those used for determining the start of compulsory education):

Date child turns 3	Earliest date they can claim Universal Entitlement
1 September – 31 December	1 January
1 January – 31 March	1 April
1 April – 31 August	1 September

4.8.2 All 3 & 4 year olds are eligible for 15 Universal hours of funded childcare until they reach statutory school age, the funded period after the child's fifth birthday.

4.8.3 Children who have been admitted to school and are attending a state-funded reception class are not entitled to claim any additional funded hours.

4.8.4 A child is entitled to a full-time school place in the September following their fourth birthday.

4.8.5 SCC must ensure that a child has a funded entitlement place no later than the beginning of the term following the child's third birthday.

4.8.6 SCC must ensure that all 3 & 4 year old children moving to England from another country can access their funded entitlement on the same basis as any other 3 & 4 year old child in Surrey.

4.9 Working Parent Entitlement (Eligible children from the term after they turn 9 months)

4.9.1 Parents must check eligibility and apply for the Working Parent Entitlement through the government's Best Start in Life Website. Eligibility is determined by HMRC through this online application, the only exception being children in foster care. Foster carers should contact the Early Years Commissioning Team to apply eycommissioningteam@surreycc.gov.uk

4.9.2 A child will be entitled to the Working Parent Entitlement from the funded period after both of the following conditions are satisfied:

- The child has reached the relevant age; **and**
- The child's parent has received a valid eligibility code.

4.9.3 Eligible 3 & 4 year olds can access an additional 570 hours of funded entitlement, in addition to the 570 hours of Universal Entitlement. This means that eligible children can access a total of 1,140 funded hours per year from the term following their third birthday, mirroring the dates outlined in the Universal Entitlement section above.

4.9.4 There may be some circumstances where households meet the eligibility criteria for both Working Parent Entitlement and Early Learning for 2 year olds . In these circumstances, the childcare **must** be provided under Early Learning for 2 year olds for the first 15 hours before any parent entitlement hours are claimed. This is because, once found eligible, the child will remain eligible for Early Learning for 2 year olds until the term after their third birthday when they will qualify for the Universal Entitlement or Working Parent Entitlement.

4.9.5 Providers must ensure that parents indicate on the SCC Declaration Forms if they are eligible for both Early Learning for 2 year olds and Working Parent Entitlement , including any hours claimed at another provision.

4.9.6 Parents will need to reconfirm eligibility every 3 months for the Working Parent Entitlement and will not automatically default to Early Learning for 2 year olds should they lose eligibility for the Working Parent Entitlement and have not applied under these criteria previously.

4.9.7 Eligible children from the term after they turn age 9 months will be able to access 1140 hours of funded entitlement per year:

Date child turns 9 months	Earliest date they can claim Working Parent Entitlement
1 September – 31 December	1 January
1 January – 31 March	1 April
1 April – 31 August	1 September

4.9.8 If a parent is starting work more than one month after the start of the term, their eligibility code will not be valid until the start of the following term.

4.9.9 Children in foster care who have attained the relevant age are also eligible for the Working Parent Entitlement, provided the foster parent is in paid work outside their fostering role; does not expect their adjusted net income to exceed £100,000 and the responsible local authority confirms it is satisfied that the foster parent engaging in paid work other than as a foster parent is consistent with the child's care plan. The foster parent does not have to meet the minimum income requirement. Please email eycommissioningteam@surreycc.gov.uk for an application form.

4.9.10 Other than the application and reconfirmation process and the minimum income requirement, all other eligibility criteria and provisions set out below apply to children in foster care taking up the Working Parent Entitlement in the same way as all other children.

4.9.11 If a parent has a child who will reach a relevant age before the next funded period, forgets to apply, they will have to wait until the **start of the following funded period** to claim their hours.

4.10 **Eligibility Codes**

4.10.1 Parents **must** apply or renew their eligibility code before the deadline dates of 31 March, 31 August and 31 December. If a parent applies or renews their code after these deadline dates, they will not be able to use their funded hours until the following funded period. For example, the parent applies on 1 April for the Working Parent Entitlement and receives their code, because this is after the deadline date of 31 March, they will not be able to take up their funding until 1 September. SCC does not have the discretion to change validity dates linked to the eligibility codes and does not have additional funds available to parents who have not applied for or validated their code within the business rules determined by HMRC.

4.10.2 Parents who are eligible for the Working Parent Entitlement will have an eligibility code which they must present to their Provider for checking before being offered the extended hours.

Codes are 11 digits long and will start with either 11 (temporary codes) or 50. Foster parents who apply through SCC will receive codes beginning with '400'. If a parent made an application by phone, they would need to contact the HMRC Helpline on 0300 123 4097 to re-confirm eligibility. All parents must reconfirm their details through their Childcare Account or the Helpline at regular intervals, in most cases every three months. If Working Parent Entitlement eligibility remains with the family, the same code will carry through with the child until they are no longer eligible by starting school or from the term after they turn 5 years old.

Providers can find out more about Working Parent Entitlement on the SCC funded early education webpages.

4.10.3 When checking eligibility for the Working Parent Entitlement, alongside the eligibility code, which is the child's unique 11-digit number, the Provider must acquire written consent from the parent, to be able to receive confirmation and future notifications from SCC of the validity of the

parent's eligibility code. This consent is contained within the SCC declaration Form and the Working Parent Entitlement eligibility consent form which are both available on the Funded early education – provider forms and guides webpage.

4.11 **Verifying the Eligibility Code**

4.11.1 Once a Provider has received written consent from the parent, they must verify the eligibility code using the standalone eligibility checker within the EYES Establishment Portal **before** offering a funded place to the parent. SCC will confirm the validity of codes to allow Providers to offer places for eligible children.

4.11.2 Thereafter, SCC will run eligibility checks to continually confirm the validity of Working Parent Entitlement codes. Providers will be notified through the establishment portal when codes are approaching the grace period, within the grace period, and no longer eligible. It is SCC's responsibility to notify a Provider where a parent has fallen out of eligibility and inform them of the grace period end date.

Table A

Ineligible decision date	SCC audit date:	Grace period end date:
01 January – 10 February	11 February	31 March
11 February – 31 March	01 April	31 August
01 April – 26 May	27 May	31 August
27 May – 31 August	01 September	31 December
01 September – 21 October	22 October	31 December
22 October – 31 December	01 January	31 March

5 The Grace Period

5.1 A child will enter the grace period when their parent no longer meets the eligibility criteria set out in the Childcare (Free of Charge for Working Parent Entitlements) (England) Regulations 2022, as determined by HMRC (or where the child is in foster care, the responsible local authority) or a First Tier Tribunal in the case of an appeal.

5.2 SCC will be able to access information about whether a child no longer meets the eligibility criteria and entered the grace period via the Eligibility Checking System. The grace period end date will automatically be applied to eligibility codes.

5.3 SCC should continue to fund a place for a child who enters the grace period as set out in the Early Education and Childcare Statutory guidance for Local Authorities 2026.

5.4 SCC will notify a Provider where a parent has fallen out of eligibility and inform them of the grace period end date, following the audit checks as set out above in Table A.

5.5 If a parent does not reconfirm or falls out of eligibility at the end of the grace period, their Universal hours pattern for 3 & 4 year olds should remain the same unless otherwise stated in the admissions policy of the Provider. If the parent has been taking up the funded hours at more than one Provider, SCC will continue to fund 15 hours at the parents chosen Provider.

5.6 Children should not start a new Working Parent Entitlement place at a Provider during the grace period. This includes in the following scenarios:

- Where a parent falls into their grace period before the child has started a place.

Where a parent falls into their grace period whilst their child is in a place, and the parent seeks to move the child to a different Provider.

5.7 A parent can take up a Working Parent Entitlement place in their grace period if their eligibility code is valid on the termly deadline (31 August, 31 December or 31 March), even if they fall out of eligibility in the period after the termly deadline but before a Provider's term start date. For example, where a child has had their code confirmed as valid by 31 December, but falls out of

eligibility on 7th January, they can still take up their place with a Provider if the provider doesn't open for the spring term until after 7th January.

5.8 If a child ceases to be a foster child and the parent has a special guardianship order or has adopted the child, the same guidance relating to the grace period applies.

6 Flexibility

6.1 Providers should offer parents their funded entitlement up to 15 or 30* hours a week for 38 weeks a year which equates to 570 or 1140* hours a year if stretched and offered all year round.

*(for children eligible for the Working Parent Entitlement).

6.2 SCC encourages Providers to offer flexible packages of funded entitlement, subject to the following:

- No session to be longer than 10 hours.
- No minimum session length (subject to requirements of registration on the Ofsted Early Years Register).
- Not before 6am or after 8pm.
- A maximum of two sites in a single day.

6.3 Providers should be aware that funded entitlement places can be delivered:

- For up to 52 weeks of the year if the parent is stretching their child's entitlement.
- Outside of maintained school term times.
- At weekends.

6.4 There is no requirement for Providers to open for at least 38 weeks of the year, or for Providers to offer all the funded entitlements.

6.5 The funded entitlement cannot be compressed to allow the parent to access more than 15 or 30 hours per week over fewer than 38 weeks of the year.

6.6 Providers should ensure that all eligible children are able to take up their funded entitlement without any mandatory charges.

6.7 Providers should ensure that children are able to use their funded hours in continuous blocks and avoid artificial breaks being created throughout the day, for example over the lunch period.

6.8 The Provider should work with SCC with regards to the flexibility of their funded offer to parents. The Provider should publish their admissions criteria and ensure clear, transparent information is available to parents throughout their time at the setting, including when they first access provision or enter funded entitlements (via their funding policy or fee information, website or Family Information Service).

6.9 Parents must be asked to sign confirming that they have read and understood the arrangements. Not all Providers will be able to offer fully flexible places but should work with parents to ensure that wherever possible the pattern of hours meets parents' needs.

6.10 Providers should give parents and carers a reasonable notice period where a change in timings of sessions or patterns of attendance is required. E.g. If a nursery has changed ownership and the model of delivery of funded hours has been changed for pre-existing families.

6.11 Parents must complete a Declaration Form which can be downloaded from our providing funded early education webpage. The form must be completed for each funded period, for every Provider that the parent intends to take their child's funded hours with, giving consent for the Provider to claim the funding on their behalf.

6.12 Where parents intend to claim funded hours at more than one Provider, whether this be in Surrey or not, the details of the other Provider must be included on the declaration form to ensure the correct funding is claimed at each Provider.

6.13 Where the parent has not completed and signed the SCC declaration form for 2026/27 upon commencement of taking their funded place at a Provider, SCC reserves the right to reclaim funding paid for that child.

6.14 The SCC declaration form will be used as evidence in assessing where a possible duplicate, fraudulent or over claim has been made. Providers should make Parents and carers aware of the implications of submitting duplicate claims, fraudulent claims and over claiming funded hours as part of their charging policy.

Further information for parents can be found on our webpage Declaration Form - guidance for parents.

7 Partnership working

7.1 Partnerships will be supported by SCC between:

- SCC and Providers i.e: maintained nurseries & schools, early years PVI Providers and childminders
- Providers working with other Providers, including childminders, schools and organisations.
- Providers and parents or carers
- SCC and parents or carers

SCC promotes partnership working between different types of Providers across all sectors to encourage more providers to offer flexible provision.

7.2 The Provider should work in partnership with parents, carers and other Providers to improve provision and outcomes for children in their setting. An interactive toolkit to support with this and can be accessed through the Department for Education Knowledge Hub. It has been developed to help Providers set up or join a partnership; maximise the benefits of working together and tackle the challenges joint working can bring.

7.3 The Provider should discuss and work closely with parents, carers, to agree how a child's overall needs will be met in practice when their funded entitlement is split across different Providers, to ensure a smooth transition for the child.

7.4 **Attending more than one Provider**

7.4.1 Parents may choose to access their funded entitlement at more than one Provider or on more than one site, but at no more than two sites in one day. The total claim for funded hours must not be more than 10 hours per day and should not exceed 15 or 30 hours per week.

7.4.2 Parents or carers, must make it clear on the SCC Declaration Form at the beginning of each funded period where they want to claim the funded hours.

7.4.3 Providers can only claim for term-time only hours on the Establishment portal, however Providers can choose to stretch the funding locally themselves and therefore may be open for more than 38 weeks. For stretched funding guidance, Providers can access the SCC webpage Stretched term funding guidance and/or contact the Early Years Commissioning Team for support around their stretched funded offer.

7.4.4 Providers should clearly communicate how funding is offered at their setting, including the number of weeks that funding can be accessed and the maximum number of hours per week that can be claimed, so that parents fully understand their offer.

7.4.5 Where funded hours are shared across Surrey Providers, the names and number of hours are displayed to these Providers in the Establishment Portal. Any duplication or overclaims will be identified at headcount. Providers will be contacted, and claims removed. However, if a child is attending another Provider in a different local authority, this will not be viewable on the portal.

7.4.6 Providers are responsible for ensuring that they are not overclaiming for a child where they are also in attendance at another setting. Where overclaims or duplications do occur, the Provider will be invoiced by SCC.

7.4.7 If a child is attending multiple Providers the local authority will fund the Provider(s) of the parents' choice, this includes when a parent falls out of eligibility for a funded entitlement as outlined in A1.30 of the statutory guidance.

7.4.8 To avoid duplicate claims, all Providers must be aware of how parents are using the funded hours as stated on their SCC Declaration Form. The funded claims on the Establishment portal, and the hours returned on the termly school census, must be the same allocation as on the SCC Declaration Form and reflective of the child's attendance, evidenced on the Provider's register.

For example:

- If a child with a Universal 15 hour offer goes to a maintained nursery class for three hours every morning and another Provider for two afternoons a week it will be the parents' choice which Provider they use their Universal Entitlement at and which Provider they choose to pay private hours.
- If a child eligible for a 30 hour offer goes to a maintained nursery class for 15 hours a week and another Provider for 25 hours a week, SCC will fund Providers in accordance with parental choice and parents will pay for the additional 10 hours.
- If a child is attending a PVI for the first 2 weeks of term and then a school nursery setting from the 3rd week of term. The PVI are claiming for the first 2 weeks of funded entitlements (and have then agreed to release funding) the school nursery can then claim from the 3rd week of term and not for the entire full term. If the PVI has not agreed to release the funding the school will need to charge the parent for the whole term.

7.5 When a child is accessing their funded entitlement at more than one Provider, they should work in partnership with other Providers and parents or carers, to ensure continuity of care and effective transitional arrangements. This will support the child's learning, development and well-being (for example, sharing child development records, the two-year progress check and details of hours attending).

8 Additional Needs and Disabilities (AN&D)

8.1 SCC strategically plans support for children with additional needs and disabilities (AN&D) to meet the needs of all children in the local area in line with the graduated response outlined in the Special Educational Needs and Disability (SEND) code of practice 0 to 25 years 2015.

8.2 SCC must be clear and transparent about the support on offer in their area, through their Local Offer, so parents, carers and Providers can access that support.

8.3 The registered person must ensure all staff members are aware of their duties in relation to the SEND Code of Practice and the Equality Act 2010. All Providers must have arrangements in place to identify and support children with additional needs and disabilities (AN&D).

8.4 All Providers must identify a Special Educational Needs Co-Ordinator (SENCO). The SENCO has a key role in supporting colleagues and coordinating the responses of the setting to meet the individual needs of children with AN&D.

8.5 The Provider should be clear and transparent about the AN&D support on offer at their setting and make information available about their offer, to support parents to choose the right setting for their child with AN&D.

8.6 Every Provider will expect to have some children with additional needs at some time. With careful planning and organisation most of these children can participate fully in the activities offered. It is expected that Providers will make 'reasonable adjustments' and make their offer inclusive to all children and families.

8.7 **Early Intervention Funding**

8.7.1 The Early Intervention Fund (EIF) may be available for funded children from the term after they are 9 months old. This fund is for children with Additional Needs or Disabilities (AN&D) as part of the Surrey Graduated Response to ensure that all children can access their entitlement. It does not apply to children in a reception class.

The funding will (depending on the individual needs of the child/children) be available for up to the full 15/30 hours funded entitlement. Providers will be expected to apply for the Early Intervention funding. Providers can ask for support and advice about EIF from the Early Years SEND Team in their area, along with the Early Years advisors from the Early Years Educational Effectiveness Team.

SCC Early Years SEND Team contact details:

- Elmbridge, Spelthorne, Epsom and Ewell - sectorne@surreycc.gov.uk
- Woking, Runnymede, Surrey Heath - sectornw@surreycc.gov.uk
- Tandridge, Mole Valley, Reigate and Banstead - sectorse@surreycc.gov.uk
- Guildford, Waverley – sectorsw@surreycc.gov.uk

SCC Early Years Educational Effectiveness Team contact details:

- Early Years advisors: earlyyearsadvisors@surreycc.gov.uk

8.8 **The Disability Access Fund**

8.8.1 The Disability Access Fund (DAF) is available for children who access their funded entitlements and are in receipt of Disability Living Allowance (DLA). The fund is for Providers to make reasonable adjustments at their setting to improve eligible children's access to funded early education and childcare. DAF is paid directly to the Provider; eligible parents must apply by completing the DAF section on the SCC Declaration Form and giving their Provider a copy of their DLA letter to then send to SCC.

8.8.2 DAF is a one-off annual payment which is available to Providers even if the child attends for fewer than 570 hours a year. Providers will be expected to promote DAF and support eligible families apply for this funding.

8.8.3 If a child changes their early years Provider during the financial year, the DAF payment will remain with the original Provider. The new Provider can only reapply after the 12 month anniversary of the previous application.

8.8.4 If the child attends more than one Provider, then the parent allocates the funding to one of them on the SCC Declaration Form. The funding cannot be shared across Providers.

8.9 **Children accessing Fewer Than 15/30 Funding**

8.9.1 Practitioners can ask for support and advice from Surrey Early Years Support Services (SEND/Educational Effectiveness Team) on implementing reasonable adjustments for a child. However, there may be times when the needs of a child could be further supported by implementing funded early education in a more flexible manner.

8.9.2 Fewer than 15 or 30 funded hours is available for children who will benefit from attending an EYFS setting for less than the maximum allocation of funded hours per week (dependent on child's entitlement). It will allow the provider to claim the maximum funded hours the child is eligible for, over a period of six weeks. This will enable the provider to build up the hours of attendance in a planned and flexible manner that supports the individual needs of a child.

8.9.3 Providers should **only** apply for Fewer Than 15 or 30 funding if it is in the best interests of the child and must have parental agreement and permission. Providers will need to ensure that a request for support form has been completed for the Early Years Support Services. All applications must be discussed with either the Early Years or SEND Advisor regarding modifying the hours over a six-week period. Providers should email earlyyearsadvisors@surreycc.gov.uk for a request for support form.

9 Social mobility and disadvantage

SCC promotes equality and inclusion, particularly for disadvantaged families, children who are looked after and children in need by removing barriers that prevent access to funded places and working with parents to give each child support to fulfil their potential.

9.1 **Early Years Pupil Premium (EYPP)**

Early Years Pupil Premium (EYPP) is for eligible children accessing the funded entitlements (for all ages, from the term after they turn 9 months).

EYPP is additional funding for early years Providers to improve the education they provide for eligible children.

Providers should ensure they promote EYPP to all parents and carers in the setting and identify eligible children, including those eligible because they are looked after or have left the care of SCC through adoption or special guardianship. This should be a voluntary disclosure – some parents will choose not to identify themselves as meeting the eligibility criteria. Parents who choose to apply can do so by completing the EYPP section of the declaration form.

EYPP is payable on a maximum of 570 hours per year.

There is more information about Early Years Pupil Premium on the SCC website including how parents can apply and eligibility criteria.

9.2 **Deprivation Funding**

Providers funded by SCC are entitled to an additional hourly supplement for children eligible for the Early Years Pupil Premium through economic criteria. Where an application has been made and approved by the Funded Early Education Team, the deprivation supplement is automatically applied to the child's funded hours.

The Provider should ensure they have identified the children potentially eligible for EYPP in their setting as part of the process for checking Early Years Pupil Premium (EYPP). They will also use EYPP and any other locally available funding streams or support to improve outcomes for this group. Providers will identify any gaps in children's learning and development and plan ways of spending the EYPP and deprivation funding to address these gaps and improve children's outcomes.

9.3 **Integrated review at two years including the Early Years Foundation Stage (EYFS) Progress check at aged two.**

The EYFS progress check at aged two supports early identification and intervention. Providers must make sure they complete the EYFS progress check for all children aged between two and three in accordance with the current Statutory Framework for the EYFS. The EYFS Progress Check must be shared with parents/carers.

As per the Department for Education non-statutory guidance for the progress check at age two, Providers should encourage parents to share information acquired during the progress check with other relevant professionals, including their health visitor and the practitioners of any new provision that the child may transfer to.

10 Quality

10.1 **Why does quality matter?**

"Evidence shows that higher quality provision has greater developmental benefits for children, particularly for the most disadvantaged children leading to better outcomes."

10.2 **What must Providers do?**

- Follow the EYFS statutory framework which is mandatory for all early years providers and schools providing early years provision registered with Ofsted, or with an Ofsted-registered Childminder Agency in England. The EYFS sets the standards that all early year's providers must meet to ensure that children learn and develop well and are kept healthy and safe.
- Complete the EYFS Profile and comply with section 2 of the EYFS statutory framework for group and school-based Providers (2025) or section 2 and Annex B of the EYFS statutory framework for childminders (2025).
- Comply with other legal obligations including (but not restricted to), Employment Law, Anti-discriminatory legislation, Health & Safety legislation and Data Protection Legislation.

- Ensure that all practitioners are trained in line with the criteria set out in Annex C of the EYFS (updated in September 2025). Providers must ensure that practitioners are supported and confident to implement the setting's safeguarding policy and procedures on an ongoing basis. Providers should read 'What to do if you're worried a child is being abused: Advice for practitioners.
- Have a Designated Safeguarding Lead (DSL) or deputy DSL on duty at each setting who has attended a child protection course and follows the regulations and procedures of the Surrey Safeguarding Children Partnership (SSCP). SCC expects that this person will have completed Surrey's 'Working together to Safeguard Children' e-learning (or equivalent training) followed by Early Years DSL New to Role Training for DSLs in group settings and 'Working Together to Safeguard Children: Childminder DSL Training' for childminders (or equivalent training), in order to comply with Annex C which states DSL training must cover 'local child protection procedures and how to liaise with local statutory children's services agencies.' Training **must** be renewed every two years. Additionally, they **should** update their knowledge annually by attending DSL networks, forums and other courses provided by SCC (or equivalent) to help maintain basic skills and keep up to date with any changes to safeguarding procedures or as a result of any safeguarding concerns that occur in the setting.
- Providers should be committed to ensure that they keep up to date of relevant safeguarding topics and ensure that all staff and volunteers are aware of their safeguarding responsibilities.
- Have a named Special Educational Needs and Disability Coordinator (SENCO) who works in the setting and will attend any relevant training, including SENCO network meetings.

10.3 **Ofsted**

Ofsted are the sole arbiter of quality for all funded entitlements and Ofsted 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 organisations that can register and quality assure childminders as an alternative to registering with Ofsted.

10.4 **Newly registered Providers**

SCC will fund places for children eligible for any funded entitlement at new Providers registered with Ofsted until their first full Ofsted inspection judgement is published or at a childminder registered with an agency until the agency's first full Ofsted inspection judgement, if a parent wants their child to take up their funded place at that Provider and the Provider is willing to accept SCC's funding requirements as set out in this agreement. Following publication of their Ofsted inspection judgement, the conditions in the above paragraphs will apply.

10.5 **Ofsted judgement – Funding Eligibility**

Surrey County Council (SCC) will fund places for children eligible for:

- Working Parent Entitlement
- Universal Entitlement

at any provider that meets **all** of the following conditions:

- Judged by Ofsted as Safeguarding Met
- Judged by Ofsted as Urgent Improvement, Needs Attention, Expected Standard, Strong Standard, or Exceptional, in all areas other than Leadership and Governance.
    - Or, for childminder agencies: judged Effective by Ofsted.
    - Or, for childminders registered with an agency who meet the quality assurance requirements.
- The parent wishes to take up a funded place at that provider.
- The provider agrees to accept SCC funding and comply with all local authority requirements.

10.6 SCC will only fund places for children eligible for Early Learning for 2 year olds at Providers with a 'needs attention in leadership and governance' grading, where there is in-sufficient provision available with an inspection outcome of 'expected standard' or above. SCC will consider applications on an individual basis.

10.7 **Ofsted judgement "met" or "not met".**

SCC will fund Providers with an Ofsted inspection judgement of 'met' until their Ofsted quality inspection judgement. If a parent wants their child to take up their funded place at that Provider, and the Provider is willing to accept SCC's funding requirements as set out in this agreement. SCC will not fund Providers with an Ofsted inspection judgement of 'not met'.

10.8 **Ofsted judgement Safeguarding Not Met or Urgent Improvement in Leadership & Governance**

10.8.1 If a Provider receives a safeguarding not met or urgent improvement in leadership & governance outcome they cannot apply to offer funding, until they have an improved Ofsted outcome.

10.8.2 SCC will withdraw funding from a Provider (other than a local authority maintained school), as soon as is practicable, once Ofsted publish the inspection judgement of 'safeguarding not met or urgent improvement in leadership & governance' or when Ofsted publish a second consecutive inspection judgement of a childminder agency of 'ineffective'.

10.8.3 Following a second consecutive 'ineffective' inspection judgement for a childminder agency (CMA), SCC will continue to fund the CMA's Providers if the agency has assessed them as being of acceptable quality and Ofsted has not identified any concerns about the CMA's assessment arrangements.

10.8.4 The regulations also allow local authorities to terminate arrangements with childminders when the childminder agency notifies the local authority that the childminder has ceased to provide childcare of a satisfactory quality. Where a CMA has inspected one of their registered childminders or childcare Providers and found them not to be of an acceptable quality, the withdrawal of funding process will be followed in the same way that it would following an Ofsted report. Subsequently it is the responsibility of the CMA to keep SCC updated of the outcome of their quality assurance visits so that the withdrawal of funding can be overseen.

10.8.5 It is for local authorities to determine an appropriate timeframe for withdrawing funding. As part of the withdrawal of funding process SCC will consider the continuity of care for children who are already receiving their funded hours. Once funding is withdrawn, Providers cannot offer the funded entitlement again until they have had a published Ofsted inspection report with an improved judgement of safeguarding met and/or needs attention or above in leadership & governance (or the equivalent outcome of a quality assurance report from a CMA) or effective.

10.8.6 Once notification is received from Ofsted, a CMA or the Provider of an inspection outcome of safeguarding not met or urgent improvement in leadership & governance (or the equivalent outcome of a quality assurance report from a CMA) or a second 'ineffective'. The Provider will be advised not to offer a funded place to any additional children until after the formal process to withdraw funding is complete. This is to ensure that new children do not go through a settling in process and then move when funding is withdrawn.

10.8.7 After an inspection by Ofsted or a quality assurance visit by their childminder agency, Providers must supply a copy of the report to parents and/or carers of children attending on a regular basis.

10.8.8 SCC will not withdraw funding from Providers until the Ofsted inspection judgement or CMA quality assurance report is published. For childminder agencies, this process will only apply where a second 'ineffective' Ofsted judgement is published. Once the inspection report is published the Provider will be invited to a panel meeting within a six-week period. Surrey County Council reserves the right to extend this period in exceptional circumstances. The purpose of the panel meeting is to set the timeframe in which funding is to be withdrawn. At the meeting, panel members will review evidence submitted by the Provider and the SCC Educational Effectiveness Team or CMA and set a timeframe for withdrawing the Provider from the Surrey Directory of Providers. Providers are notified of the panel's decision within two

working days and confirmed by letter within 5 working days. The Provider has a right to appeal the panel's decision within 10 working days of receiving the letter. Please see appendix A - Procedure for withdrawal of funded early education from settings who have received a judgement of safeguarding not met and/or urgent improvement in leadership & governance.

10.8.9 SCC will take appropriate action to improve the quality of provision at a local authority-maintained school who have received a judgement of safeguarding not met and/or urgent improvement in leadership & governance from Ofsted

10.9 Exemptions from the EYFS

10.9.1 SCC will fund Providers with exemptions from the Learning and Development requirements of the EYFS if a parent wants their child to take up their funded place at an exempt Provider and the Provider is willing to accept SCC's funding requirements as set out in this agreement. SCC will fund individual children who have exemptions from the Learning and Development requirements of the EYFS.

10.9.2 SCC will rely solely on the Ofsted inspection judgement of the Provider or the childminder agency as the benchmark of quality.

10.9.3 SCC will not fund Providers who do not actively promote fundamental British values or if they promote views or theories as fact which are contrary to established scientific or historical evidence and explanations.

10.10 Training

10.10.1 SCC is required to provide information, advice, and training for the following Providers:

- Those registered on the Ofsted Early Years Register who receive an Ofsted grading of **Safeguarding not met** and **needs attention** or **urgent improvement** in any areas in their most recent inspection report.
- Newly registered Providers on the Ofsted Early years Register who have not yet had an inspection report published.
- Those on Part A (the compulsory part) of the Ofsted General Childcare Register who are assessed by Ofsted as not complying with requirements of registration or the requirements relating to their activities.
- On the topics of:
- Meeting the requirements of the EYFS and Ofsted Inspection Frameworks
- Meeting the needs of children with Additional Needs and Disabilities; vulnerable and disadvantaged children
- Effective safeguarding and child protection

11 Business planning

11.1 SCC will clearly set out the documentation they need to receive from Providers to support payment and delivery of funded entitlements. SCC will also set out the timetable which Providers should follow when submitting their documentation, this includes setting out the importance of timely and accurate census returns.

11.2 The Provider should ensure they submit timely and accurate information, including, but not limited to, census data, declaration forms and invoices, as per the financial guidelines of SCC. Failure to do so will result in inaccurate, delayed or suspended funding.

11.3 Penalties may be applied where the submission of late or incomplete information results in additional administrative work in processing funded entitlements. Any penalties imposed will be reasonable and proportionate to the level of inconvenience or cost incurred.

11.4 SCC will not carry out audit regimes which are disproportionate or are unnecessarily burdensome to Providers.

11.5 The Provider should maintain accurate financial and non-financial records relating to funded entitlement places and should give SCC access, with reasonable notice, to all financial and

non-financial records relating to funded entitlement places funded under the Provider Agreement, subject to confidentiality restrictions.

For any general advice and support relating to your early years business, please see the running your childcare business webpage or contact the Early Years Commissioning Team at eycommissioningteam@surreycc.gov.uk

12 Charging

12.1 Government funding is intended to cover the cost to deliver 15 or 30 hours a week of funded, high quality, flexible childcare. The 15 or 30 hours must be able to be accessed without any additional charges to parents. There must not be any mandatory charges for parents in relation to the funded hours. Government funding is not intended to cover the costs of meals, other consumables, additional hours or additional services.

12.2 Providers cannot charge for.

- Top-up fees (the difference between a Provider's normal charge to parents and the funding they receive from the local authority 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, mortgage payments, staff wages, cleaning materials, disposal of waste materials, insurance, or utility bills such as energy, gas or water.
- Non-refundable registration fees as a condition of taking up a child's funded entitlement place. Non-refundable deposits as a condition of taking up a child's entitlement place. It is permissible to charge a reasonable refundable deposit in relation to the entitlement hours; this must be returned once the first funded payment is received (but can be retained if the child does not take up the place without sufficient notice).
- Non-refundable retainer fees in relation to funded entitlement places
- Additional support costs for children with SEND as part of their funded entitlement hours or as a condition of accessing an funded 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.

  For clarification, in Surrey, hourly rates are considered as - hourly consumables fee, hourly food charges or any other hourly based add-on charges relating to funded hours. Chargeable extras should be charged on a sessional, daily or per item basis.
- Any additional fees that are not specifically identified and itemised as being for chargeable extras as described in 12.3 below.

12.3 There **must** not be any mandatory charges associated with funded hours, however Providers can charge parents on a voluntary basis for the following items;

- Consumables to be used by the child, such as nappies or sun cream.
- Meals and snacks consumed by the child.
- 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 Early Years Foundation Stage (EYFS) Statutory Framework.
- 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.

12.4 Providers who choose to offer the funded entitlements, are responsible for setting 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 without any additional

charges, including allowing parents to supply their own, or waiving the cost of these items. For the purposes of this Agreement, the Surrey County Council definition of a 'reasonable' alternative is one that:

- Places no additional financial burden on the parent.
- Is practical, simple, and safe for both child, parent and provider.
- Does not reduce the child's access to or quality of Early Years Foundation Stage (EYFS) provision.

SCC does not consider the following to be reasonable alternatives to paying for food: -

- Expecting parents to fully replicate the exact nursery recipe, although it is reasonable to request that the menu be replicated to ensure meals are healthy, balanced and nutritious.
- Requiring parents to list **all ingredients** used in home prepared food (however it is reasonable to ask for the 14 allergens and any other allergens or intolerances specific to the setting (eg Bananas, tomatoes) to be highlighted in line with safer food guidelines)
- Expecting parents to provide a specific brand of heat retaining receptacles
- Expecting parents to deliver meals and snacks at specific times during the day.
- Requiring parents to obtain a food hygiene and safety qualification in order to provide food from home

12.5 Providers may wish to consider asking parents to agree to additional charges on a termly basis and to invoice for these up front. This will allow providers to plan outgoings such as meals and extracurricular activities in advance. This model was suggested by DfE, but you may wish to consider the needs of your families and your usual invoicing schedules.

12.6 Parents must be able to opt out of paying for chargeable extras and any associated consumables or activity for their child. Participation in any optional activity should be based on parental choice and a willingness to pay the associated charges. Children who do not participate in optional activities must continue to receive provision which complies with the EYFS.

12.7 Providers should be mindful of the most disadvantaged families who are unable to pay the voluntary charges and the impact this will have on the child not being included in paid for activities. Providers should consider how they can use additional funding such as EYPP to support disadvantaged children to access paid for activities. EYPP should be used to ensure equality and access to provision, regardless of whether they choose to pay for optional hours, services, meals or consumables.

12.8 Providers should not prevent parents from bringing packed lunches or snacks. However, settings may choose to produce a 'packed lunch policy' regarding what food is permitted. Providers are free to set their own packed lunch policy, but this must comply with equality legislation and be in line with the Early Years Foundation Stage Statutory Framework. A packed lunch policy is to ensure all children are being offered healthy and nutritious food, to reduce choking risks, and to help prevent allergic reactions for children who may have airborne food allergies.

12.9 Providers should ensure that the costs of chargeable extras are published on their Provider websites or, where they do not have a website, on the Surrey Family Information Service pages. Please follow DfE's template of how to set out these costs on your website and refer to our charging guidance and invoice template. For Providers who do not have their own website – please complete the form here Advertise on childcare finder - Surrey County Council. Childminders and Providers caring for 10 or fewer children at any one time are not required to publish their chargeable extras.

12.10 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.

12.11 Providers may charge a refundable deposit for a funded place; this should be returned once the first funded payment is received. For deposits attached to non-funded hours, Providers are responsible for setting their own policy.

12.12 The Provider must not charge parents in full, in advance and then refund parents/carers once they have received the funding payment from SCC.

12.13 An administration or registration charge cannot be a condition of taking up a child's funded place (where no additional privately paid for hours are being accessed), therefore Providers should be mindful of this being a barrier to families taking up their funded place.

12.14 The Provider should ensure that their invoices and receipts are clear, transparent and itemised and should be broken down separately into.

- Funded hours
- Additional private hours
- Costs for food
- Consumables charges
- Charges for additional activities

12.15 Where a child is only accessing their funded entitlement with a Provider (no additional hours, or charges) SCC recommends that parents still receive a form of invoice, to confirm that their funded hours have been used with the chosen Provider.

12.16 Please refer to SCC Charging Guidance for the delivery of funded entitlements available on our for further guidance and example invoices. Providers are encouraged to contact the Early Years Commissioning Team for further advice and clarification eycommissioningteam@surreycc.gov.uk

12.17 **Before parents take up a funded place, Providers must tell them in writing:**

- That a funded place can only be offered/taken up **after** the eligibility code has been checked by the Provider on the Establishment Portal (for Working Parent Entitlements entitlement and Early Learning for 2 year olds places).
- **If a child starts without a valid code or Early Learning for 2 year olds reference number, the funding will not be backdated, and parents will be responsible for any fees.**
- Working parent entitlement codes must be reconfirmed every 3 months by the parents. Providers need to inform parents about what happens to the child's place if parents fall out of eligibility.
- The cost for additional private hours
- The voluntary charges for extra services including snacks and/or lunch.
- The payment and invoicing processes for extra services, including timescales.
- The Provider Agreement contractual arrangements relating to notice periods.
- The implications for the parent depending on how the funded early education is arranged in the setting – how children access their full entitlement.
- Charging policy for unexpected closures (for example the weather or flu)
- Any implications where you stretch the funded early education throughout the year and a child leaves your setting during a funded period. Parents are not advised to change the type of funding offer (stretched or term time) until the funded period after the child's next birthday) as they may not be able to receive their full entitlement.

Providers should also make a copy of the Provider Agreement available to parents.

Surrey Family Information Service has information for parents about funded entitlements and other support available.

To support Providers, the Early Years Commissioning Team has an adaptable template "Fees and Funding Policy" that can be shared with Providers. To request a copy, please contact eycommissioningteam@surreycc.gov.uk

13 Offering Funded Entitlement

13.1 Providers must be registered with SCC and on the Directory of Providers to offer Funded Early Education. An Early Years Provider can apply to be registered for the 'Directory of Providers' at any time and registration can be completed within a short time scale, provided the early years setting meet the quality criteria to deliver funding (see Section 10 Quality) as well as the requirements listed below. SCC will pay funding from the date providers receive confirmation of registration, we cannot backdate funding prior to a Provider registering on the 'Directory of Providers'.

13.2 **Prospective Providers for Early Learning for 2 year olds, Universal and Working Parent Entitlement need to make sure that they:**

- Are registered with Ofsted or with the Department for Education as an independent school.
- Are able to meet the requirements of the EYFS.
- Are able to meet the needs of all children, including those with additional needs, and/or disabilities, and will promote equality of opportunity.
- Have a named Special Educational Needs Co-Ordinator (SENCO) who works in the setting.
- Have a named and trained designated child protection officer (Designated Safeguarding Lead - DSL) or a deputy DSL on duty at each setting (as required by the Surrey Safeguarding Children's Partnership).
- Must be listed on the Public Register of Data Controllers held by the Information Commissioner's Office. For more details call the **Information Commissioners' Office** on 0303 123 1113 (local rate) visit the Information Commissioner's Office website: For organisations | ICO.

13.3 **SCC reserve the right to refuse an application to join the directory of providers, and vary the criteria should the need arise**.

If SCC refuse a Provider's application, a letter will be sent to explain why and provide information about the appeals process. SCC will consider information published by Ofsted about a Provider or childminder agency, including the recent history about childcare provision by a particular Provider, agency or childcare provision at a particular address. This may include, for example, where SCC has concerns that a Provider judged "safeguarding not met or urgent improvement in leadership & governance (previously inadequate)" by Ofsted may have re-registered their setting with Ofsted to avoid making the quality improvements identified by Ofsted. SCC will also consider history in relation to a Provider -

- Who has closed and then applied to re-register with outstanding funded entitlement debt
- Who have previously been unable to produce claims documentation during audit
- Who have previously been removed from the directory due to non-compliance with the Early Years Statutory guidance and the Surrey Provider Agreement.

13.4 As part of the registration process, Providers will need to complete an electronic registration form to access the portal. You can request up to six user logins. Each person must have their own email address to be able to receive a unique verification code which will be sent each time a person logs in to the Establishment portal. Where an owner, manager, or finance manager needs access to multiple accounts they must complete an individual form for each setting.

13.5 If a member of staff with login access to the Establishment portal account leaves the setting, you must inform the Funded Early Education Team immediately. They will then remove this log in from the account. This is important as it ensures staff members who are no longer employed at a setting do not have access to children's information.

13.6 Eligible children are entitled to the following number of hours in a school or private, voluntary or independent setting:

13.6.1 **The term after children turn 9-months-old:**

Children eligible for the Working Parent Entitlement can access a maximum of 1,140 hours per year. Parents must apply for Working Parent entitlement through the Best Start in Life website and reconfirm their codes every 3 months.

Providers will claim the SCC 'Under 2s' funding rate for eligible children, until the term after their second birthday. From the term after their second birthday, Providers will claim the SCC 'Two year old funding'.

13.6.2 **The term after children turn 2 years old:**

Children eligible for Early Learning for 2 year olds funding, can access a maximum of 570 hours per year. Early Learning for 2 year olds applications must be made through SCC website: Funded early education for two year olds

Children eligible for the Working Parent Entitlement can access a maximum of 1140 hours.

In some circumstances families may be eligible to claim both Early Learning for 2 year olds and Working Parent Entitlement. In these instances, Providers must claim Early Learning for 2 year olds funding before Working Parent Entitlement. The maximum number of hours that can be claimed in total per week, for a 2 year old is 30 hours.

Providers will claim the '2 year old funding rate' until the term after the child's third birthday. Providers will then claim the SCC '3 & 4 year old funding'.

13.6.3 **3 & 4 year olds:**

All 3 & 4 years olds are entitled to 570 hours per year through the Universal Entitlement. Where families are also eligible for the Working Parent Entitlement, this means they are eligible for an additional 570 hours, totalling a maximum of 1,140 hours per year.

The entitlements are either delivered over 15 hours or 30 hours per week for a maximum of 38 weeks a year, or Providers can choose a stretched offer (fewer hours a week but for more weeks in the year) although the total number of hours will not exceed 570 or 1140 per year.

A child reaches statutory school age at the beginning of the first term after their fifth birthday (1 January, 1 April, or 1 September). At this age they no longer qualify for any of the funded entitlements. If the child has a delayed start to their school place during autumn term, they cannot claim their funded entitlement as the school will be funded from the beginning of the term for the child, even if they are part-time, by Schools Finance. Children going to a non-maintained (independent) school can claim the Universal and Working Parent Entitlement from SCC until they are of statutory school age, which is the term after their fifth birthday.

Each financial year is divided into three funded periods as set out below:

TERM TIME	Autumn 2026	Spring 2027	Summer 2027
Maximum number of hours (For 15 hours entitlement)	195	165	210
Maximum number of hours (for 30 hours entitlement)	390	330	420
Maximum number of weeks	13	11	14

Please be aware of the following:

- Providers can choose when they open but they cannot exceed the maximum number of funded days allowed for each funded period. Information about funded periods and important funding dates for the current academic year can be viewed on our providing funded early education webpage. The establishment portal system will be pre-populated with the funded dates for you.
- If the number of funded days you offer is less than the standard dates, or are open for less than 38 weeks per year then please let us know using the '**Custom Dates Form'**

available on Early Years and Education System (EYES) webpage. Custom term dates **must** be in place before the term starts.

- Inset days should be taken outside of the funded dates and are not funded. If in exceptional circumstances, you know you will need to close for a date within the funded period you must advise parents in advance and offer them an alternative funded day within the same period. If you will be unable to offer an alternative funded day you must submit a **'Custom Dates Form'** to notify us of a closed day and ensure you are not paid for this date. For all other unexpected closures you must contact eycommissioningteam@surreycc.gov.uk as soon as possible who will be able to advise you regarding any impact on your funding.
- As an exception for 2026/27 the Good Friday Bank holiday 26 March 2027 and Early May Bank Holiday Monday 3 May 2027 will be funded as this falls within the funded term dates. You will receive payment for this date even if your provision is closed and you are not required to offer parents an alternative funded day. All other bank holidays are non-funded as they fall outside of the funded dates.

13.7 Providers should be aware that the number of funded days in each period are not necessarily the exact same as a school term and there may be days within the period where parents will need to be charged for the sessions they attend. This must be made clear to parents in the Providers terms and conditions or related policies.

13.8 **Providers can only offer the funded entitlements they have registered to receive and if they have a Declaration Form signed and dated by the parent or carer.** Claims can only be made for children who have attended their first funded session in the funding period. Providers must also note the following:

- Providers must read, understand and sign (tick) the SCC Provider Agreement in the Establishment Portal.
- Providers will use the Establishment Portal to claim funding for all eligible children from the term after they turn 9 months.
- SCC declaration forms must be securely retained by Providers for seven years.
- SCC will pay Providers according to the published payment schedule.
- SCC will not backdate claims if a SCC Provider Agreement was not completed in the Establishment Portal, for the relevant funded period.
- SCC will set out in the SCC Provider Agreement the funding processes and timetable so Providers are clear about the funding that they will receive and the requirements they must meet in order to receive it, including funding multiple Providers and changes in Provider. SCC will seek to recover any funding overclaims made.
- Providers should also ensure that the email address fundedearlyeducation@surreycc.gov.uk is marked as a safe sender on their email accounts to prevent important information being filtered as spam.
- Providers must inform SCC of any changes to their contact details and update them in the Establishment Portal. Providers can submit changes to contact details by using the appropriate form from the Providing funded early education webpage.

13.9 Childminder's must be individually registered with Ofsted or a childminder agency to deliver funded early education. Where childminders work together (e.g. from the same premises), each must have their own Ofsted or Agency registration to claim funding. If two or more childminders work together but only one is registered on the EYES portal to deliver funded entitlement, they must only claim for the children for whom they are the 'key person'. If a co-childminder delivers funding through a registered partner, this could be considered fraudulent and may lead to Withdrawal of funding or having to repay funding payments.

13.10 Early years provision is defined in section 20 of the 2006 Act as the provision of childcare. ''Childcare'', as defined in section 18 of the 2006 Act, specifically excludes care provided for a child by a parent, stepparent, foster parent (or other relative) or by a person who fosters the child privately or has parental responsibility for the child. Early years provision by a childminder (either independently registered with Ofsted or registered with a childminder agency) for a

related child does not count as childcare in legal terms. Government funding cannot be claimed by, or spent on, childminders providing childcare for their own child or children who are related to them, even if they are claiming for other children.

13.11 Childminders can claim funding for family members if they are not a first generation relative. A first generation relative is defined as; parents, grandparents, aunt, uncle, sibling either full blood, half blood or by marriage or civil partnership.

13.12 Where childminders who are not related to each other are co-childminding on the same premises, then childminders could claim funding for their co-childminders' child/ren provided certain conditions are met:

- You must be separately registered with Ofsted.
- You must have separate Establishment portal accounts through which to claim the funding.
- Your child/ren must be registered with your co-childminder and therefore be considered one of their key children.

13.13 **Exceptional circumstances during a funded period**

It is recognised that there may be exceptional circumstances which is underpinned by national guidance which will affect the delivery of funding Early Education and/or payments, any such amendments will need to be agreed by Surrey County Council, if not covered by Statutory Guidance.

Further information about offering the funding can be found in Section 12 Charging, and Appendix D - Frequently Asked Questions.

14 Payments

14.1 If a Provider has submitted a headcount or mid-term change by the published deadline they will be paid according to the payment schedule which can be viewed on our Providing funded early education webpage.

14.2 Providers should ensure that any staff who require access to the Establishment Portal have individual log in details. Any changes in access requirements should be communicated to the funded early education Team by completing the online form Early Years and Education System (EYES) - Funding - Surrey County Council

14.3 Claims must be made during the funded period in which the child takes up or uses their funded early education place. Funding claims must be submitted by the last funded date in that period and will not be backdated. If a parent has given the Provider the relevant forms and eligibility codes on time but the child has not been funded due to provider error, we would not expect the cost of these hours to be passed on to parents. Providers must not claim and use funded early education hours on an ad hoc basis. Claims on the Establishment Portal must only be for the number of hours recorded on the Declaration Form signed and dated by the parent. The hours recorded on the Declaration Form must also correspond with the attendance recorded in the Provider's register.

14.4 Funded hours must not be banked for use at a future date.

14.5 If a child's attendance pattern changes during a funded period, the Provider must amend their claim on the Establishment Portal and complete and retain a change of hours form. This form is available on our provider forms and guides webpage. Alternatively, the Declaration Form can be amended, as long as the original hours can still be seen and the amendment is re-signed and dated by the parent.

14.6 If a child accessing their funded hours does not return at the beginning of a new funded period, the funded hours will move with the child. Providers cannot charge a notice period for these funded hours. Any charges relating to a notice period for non-funded hours paid by the parent or carer is a matter between the parent or carer and the Provider. In rare circumstances where a child is due to return, but not until part-way through a funded period, the Provider should

ensure that they have a clear policy on whether the child can maintain their place with them or whether the place may be offered to another child.

14.7 If an eligible funded child joins your setting after the headcount date, SCC will pay you from the day that the child starts (as long as parents have completed and signed a SCC Declaration Form) unless the child had been going to another setting within the same funded period. In this case SCC will not fund the child (only in exceptional circumstances) and Providers will need to charge the parents their usual fees for this funded period.

14.8 Providers may claim for children from the beginning of the funded period who have started by the headcount date. This is to allow for settling in times at the start of term, time for staff to conduct home visits, along with building the children up to full hours. It is not designed, however, to hold places open for children who have not yet attended the setting. Funding claims can only be made for children who have attended their first funded session for each funded period and whose parents have completed a SCC declaration form. Therefore, if a parent decides to go on holiday during the beginning of the term and the child does not attend the setting at all before the headcount, this will mean that Providers cannot claim funding until the child's first day of attendance.

14.9 Providers should make parents aware that if they do not attend before headcount date, they will be unable to claim their full entitlement and may want to consider their own policies around holding places open and deposits.

14.10 If the Provider has to close unexpectedly, for example due to snow, or other unplanned incidences, you need to advise SCC by contacting 01372 833811 or fundedearlyeducation@surreycc.gov.uk. In most cases we will not remove the funding for these days.

14.11 If you are a childminder and unable to work due to short term illness, you will need to advise your families and SCC. Depending on the circumstances we may remove the funding for the period of closure. When this occurs the child 's claim in the Establishment Portal must be amended with a Leavers Date (always a Friday) to allow another Provider to claim the balance of funding.

14.12 **Estimate Payments**

If providers would like to receive an estimate payment (60% of their funding for the funded period in advance). Providers must manually complete an estimate, during the published submission dates, using the Establishment Portal. Providers are required to keep their live register up to date during the funded period to make submitting their claims as straight forward as possible.

14.12 **Headcount payments:**

14.12.1 Providers will use the Establishment Portal to submit a headcount for the children during the published submission window each funded period, making sure that all data added to the portal is accurate and all children are included in your headcount before submission. Any children added as a mid-term change will not be paid until the following month. Providers will receive the balance (value of headcount less the estimate payment) within 30 days. There may be times when SCC make an overpayment to the Provider. This can happen if the Provider receives an estimate payment for more children than they claim for, or children leave or reduce their sessions during the funded period. When this happens, SCC will send the Provider an invoice at the end of the funded period. Each funding stream (Working Parent Entitlement, Early Learning for 2 year olds and Universal Entitlement) are funded from separate budget codes, and therefore any monies owed by providers cannot be offset against future funding of a different type.

14.12.2 There may be some circumstances where SCC will need to offset overpaid amounts from a previous funded period against payments for future funding periods. This might be for example, where larger amounts of monies are owed. Failure to pay invoices for money owed to SCC will result in deductions from future payments. Where this is not possible SCC will take necessary action to recover any outstanding monies owed.

14.13 **Monthly Payments**

From October 2026, SCC intends to introduce monthly payments for early years providers.

14.14 **Children who were funded the term before, and still qualify**:

In rare circumstances where a child is due to return, but not until part-way through a funded period, the Provider should ensure that they have a clear policy on whether the child can maintain their place with them or whether the place may be offered to another child.

14.15 **Change of hours**

If a parent wishes to reduce or increase the amount of their child's funded entitlements with the Provider after the headcount date, the Provider must change the hours in the Establishment Portal and submit as a mid-term change. Please refer to the user guide in the Early Years and Education System (EYES) - Funding - Surrey County Council for instructions on how to claim funding.

The parent will also need to fill in a change of hours form which can be found on the Providing funded early education webpage. If a child attends more than one setting, they may already be receiving the maximum funded entitlements and SCC may not be able to pay the Provider for the increase in hours.

14.16 **Stretched Funding**

In Surrey all funding is claimed on a term-time basis only. Providers can still choose to stretch the funded entitlement themselves. Where a Provider chooses to stretch the funding themselves, they should keep a record of the funded hours that have been delivered. This is so Providers can inform parents of any over or underclaims should they make the decision to leave part way through a funded period. Where this occurs, Providers will need to enter a leavers date on the Establishment Portal (this must be a Friday as the Establishment Portal works in full weeks). Providers can access support with reconciliation of hours from the Funded Early Education Team fundedearlyeducation@surreycc.gov.uk

14.16.1 SCC suggests using The Stretched Funding tracker to show how many hours will be delivered and claimed for each child per funded period. The tracker can be requested from the Early Years commissioning Team via eycommissioningteam@surreycc.gov.uk. If a child starts mid-way through the term, stretched funding should be calculated from this date not the start of the term Providers will be liable for any over or under delivery of stretched funded hours should a child leave part way through a funded period or child year.

14.16.2 In some cases, **Providers may have been able to claim more hours than they have delivered** and will need to ensure that their Terms and Conditions clearly outline to parents how this will be handled, for example by offering additional sessions or the hours being forfeited.

14.16.3 Alternatively, there will be instances where the **Provider will have delivered more hours for which they can claim, these hours would be chargeable for parents, and this should also be clearly detailed in the Provider's Terms and Conditions.** Providers should consider the impact of chargeable hours on vulnerable and disadvantaged children and discuss alternatives with parents, such as offering that the child finish earlier than planned in order not to accrue hours that need to be paid for. SCC stretched term funding guidance webpage provides resources and information that Providers will need to deliver a stretched funded entitlement offer. Providers can also contact the Early Years Commissioning Team on eycommissioningteam@surreycc.gov.uk with any queries relating to stretched funding and to request support with any policy wording.

14.16.4 In the event a Provider is unable to access the Establishment Portal to enter funding claims, they should contact the Funded Early Education Team immediately to avoid missing submission deadlines via email fundedearlyeducation@surreycc.gov.uk

14.17 Declaration Forms

14.17.1 All parents must complete a SCC Declaration Form and ensure this is signed in each funded period. This is the funding agreement between the Provider and the parent and contains all the required terms and conditions. It also discloses any other Provider that the child is attending

and reduces the risk of over-claims. The SCC Declaration Form can be found on the webpage Providing funded early education webpage.

14.17.2 If there are any changes to a child's funded hours within a funded period, the Declaration Form can be amended, as long as the original hours can still be seen and the amendment is re-signed and dated by the parent. Alternatively the provider should complete a change of hours form which should be kept with the declaration form.

14.17.3 For the first SCC Declaration Form the Provider will need to request to see the child's birth certificate or passport to prove they have a date of birth which qualifies the child for a funded early education place and to show the child's legal identity. The Provider must record that they have seen and checked this documentation on the SCC Declaration Form. The Provider must also ensure that when creating a child's record in the Funded Establishment Portal that the date of birth and child's name is the same as detailed on the legal document.

14.17.4 The Provider must ensure that parents fill in their address and postcode and that the name of the child is their full legal name (as stated on the birth certificate or valid passport). The Provider should not complete any of the information requested on the front of the page except for the setting name and URN.

14.17.5 Declaration forms must be completed accurately and signed by the child's parent or legal guardian, termly. Forms may be completed before the start of the funded period no earlier than 1 July, 1 December, and 1 March, or the child's start date if this is sooner. It is not a requirement for forms to be completed until the child's first funded session but they must be completed, for the provider to claim funded early education.

If the Provider does not have a SCC Declaration Form for the child completed accurately and signed by their parents/carer, the Provider cannot claim the funded hours.

14.17.6 The Provider will need to securely store all forms relating to the delivery of funded entitlement for seven years in case of audit. All forms should be stored locally.

The Provider is not required to store photocopies of birth certificates or passports and should not do so unless they can be stored securely. Please record the child's details accurately - any errors cause delays in the administration and payment process.

14.17.7 Providers should give every parent a copy of their Privacy Notice.

14.17.8 If a Provider is unable to claim funded entitlement for a child because the parent has not completed the SCC Declaration Form, they may wish to charge the parent their full fees. This must be made clear to parents in the Providers terms and conditions or funding policy.

14.17.9 Once a parent has completed and signed a SCC Declaration Form with their chosen Provider(s), parents must understand that their child **will not be** funded if they move to another setting within the same funded period, unless there are exceptional circumstances. The new setting will be entitled to charge the parents their normal fees. If a child leaves during the funded period and Providers are not able to fill their place, SCC will not generally reclaim funding unless:

- The Provider receives a safeguarding not met and/or urgent improvement in leadership & governance outcome following an Ofsted inspection.
- The child moves to a new house outside of the local area which would have significant impact on their travel time and daily routine.
- There is a change in a parent's employment circumstances.
- Where a child has additional needs and/or a disability and a different setting would be more appropriate
- Where there has been social worker involvement
- And in some cases where the parent has raised a complaint about the Provider to Ofsted.

If any of the above criteria are met, please contact eycommissioningteam@surreycc.gov.uk who will provide further guidance regarding your funding claim. Providers must inform the SCC Funded Early Education Team immediately if another child uses those hours, otherwise SCC

will be paying twice for the hours and an invoice will be issued to **reclaim the overpayment**: fundedearlyeducation@surreycc.gov.uk

14.17.10 Where a child on a stretched offer leaves part way through a funded period, but there has already been an over delivery of funded hours, the Provider will not be expected to release any of the funding to the new Provider. The parent can be expected to pay for any over delivery and hours at the new Provider until the next funded period. Providers must make parents aware of this in their terms and conditions and any other policies.

15 Compliance

15.1 SCC reserves the right to carry out checks and/or audits on Providers to ensure compliance with the requirements of delivering the funded entitlements. Under Section 9 of the Childcare Act 2006, local authorities have the power to place conditions of funding on Providers of childcare. If a Provider fails to meet the conditions set by SCC (in this Provider Agreement), Providers may need to repay SCC all or part of the funding they have been paid and may be removed from the Surrey Directory of Providers. SCC may also contact parents directly if necessary.

15.2 Providers must retain all attendance and finance records for a period of seven years.

SCC carry out regular Provider Agreement – Funded Entitlements Compliance Audits, throughout the year with Providers in Surrey. The audit assesses the delivery of funded entitlements in accordance with statutory guidance. We review the funding model and associated documents during the audit, such as detailed below. Providers will be informed of their audit selection and the process.

Where provider websites are identified as missing information, Providers may also be asked to complete the self-audit tool. This is to support providers in identifying any errors or omissions in their delivery of the funded entitlements. Providers will be informed of their self-audit selection and the process. Completion of the self-audit does not exempt a provider from a full funded entitlement audit.

SCC carry out audits of the Parental Declaration Forms (Delivery of Funded Entitlements – Provider Agreement – Parental Declaration Forms Audit) as part of our routine compliance strategy and/or in response to parental or third-party complaints. SCC will review the funding claims for the specified period(s) and carry out an audit of the Parental Declaration Forms.

Providers must comply with the audit requirements.

If an audit is carried out copies of the following documents for the relevant period must be made available:

- SCC Declaration Forms
- Parental change of attendance forms
- Children's attendance records
- Samples of invoices/charges to parents, if applicable
- Documentation to prove the status of the setting, for example registered charity, incorporated, company, private owner.
- Information provided to parents relating to how funded entitlement can be accessed and any voluntary charges for additional time, services or consumables.
- Any other evidence that can reasonably be requested

15.3 Providers must follow all planning guidance and have appropriate planning permission in place.

15.4 Providers must comply with all environmental health legislation.

15.5 Providers should give SCC and parents at least three months' notice in writing if they decide to stop offering the funded places.

15.6 If a Provider closes part way through a funding period, SCC requires Providers to pay back unused funding to enable children to access their funded entitlement elsewhere.

15.7 Failure to pay back SCC any monies owed within given deadlines will result in SCC implementing its corporate debt recovery policy.

15.8 Providers can only claim for the number of hours for which the child's parent has asked you to claim according to the SCC Declaration Form.

15.9 Providers must keep a daily register which must be accessible throughout the compliance process.

- If your register is completed on paper, you should fill it in using a pen.
- Clearly indicate who is present on any given day.
- Use consistent codes for non-attendance with an explanation. You may like to use the following codes; however, not all will be relevant to you:
- **/** Morning attendance
- **** Afternoon attendance
- **H** Holiday of 10 days or less
- **F** Holiday of more than 10 days
- **I** Illness
- **N** No reason supplied for absence
- **L** Late
- **R** Religious observance
- **Y** Setting is unable to open (for example due to poor weather or damage to building).
- You may also need to record additional information in line with the Statutory Framework for the EYFS.

Early years Declaration Forms are available to download from the Providing funded early education webpage. **Please make sure you use 2026-27 forms.**

16 Termination and Withdrawal of Funding (see Appendix A)

16.1 Suspension of registration by Ofsted or a breach of statutory requirements or safeguarding issues will result in the termination of the arrangement and withdrawal of funding.

16.2 Where a Provider has their registration suspended by Ofsted, their Establishment Portal account will be suspended with immediate effect, meaning that the Provider cannot add any further claims or receive any payments. The Provider will only have read only access to the Establishment Portal. Following the suspension being lifted, the Provider will be invoiced for the funded entitlement during their period of suspension that they have already received.

16.3 SCC will withdraw Providers from the Surrey 'Directory of Providers', other than in exceptional circumstances, if they, or the childminder agency they are registered with:

Receive a safeguarding not met or urgent improvement in leadership & governance Ofsted inspection judgement (see section 10 – Quality)
Have their registration suspended (including Childminders registered with an agency)
Do not comply with the current statutory framework for the EYFS.
Do not comply with legal requirements such as health and safety.
Commit fraud or misappropriate funds or grants.
Do not complete the Termly Early Years Census by the date given.
Do not produce SCC Declaration Forms for claims made within the Establishment Portal on request.
Do not comply with the fundamental British Values as set out in HM Government Prevent Strategy.
Do not comply with actions set by SCC, resulting from a complaint made against your setting.
Do not comply with the actions set out in a compliance notice issued by SCC.
Cease trading.

16.4 SCC reserves the right to act to terminate or withdraw funding even if this is not done immediately. Withdrawal from the 'Directory of Providers' means that a Provider is not able to claim funding for eligible children.

16.5 Where a Provider, other than a childminding agency (CMA), receives two consecutive Ofsted reports with a safeguarding not met or urgent improvement in leadership & governance outcome, funding will be removed with immediate effect.

16.6 Where two or more settings belonging to a chain receive a safeguarding not met or urgent improvement in leadership & governance outcome in short succession, this will be taken into consideration as part of the withdrawal of funding process and SCC reserve the right to withdraw funding immediately where this occurs.

16.7 The withdrawal of funding process will only be initiated for childminding agencies who receive two consecutive ineffective judgements from Ofsted as outlined in the statutory guidance for local authorities.

16.8 Where a childminding agency receives two consecutive ineffective judgements, SCC will continue to fund childminders where the CMA has assessed them as offering an acceptable quality of provision, where Ofsted have found the CMA's assessments to be acceptable.

16.9 Where a CMA has inspected one of their registered childminders and found them to not be of an acceptable quality, the withdrawal of funding process will be followed in the same way that it would following an Ofsted grading. CMAs are responsible for updating SCC on the outcome of their quality assurance visits so that withdrawal of funding can be actioned, reports should be emailed to earlyyearsadvisors@surreycc.gov.uk. SCC reserve the right to withdraw funding from childminders registered with an agency, where the agency does not provide SCC with copies of their annual quality assurance visits for all childminders operating within SCC, not just those offering funded entitlement.

16.10 Where a CMA receives two consecutive ineffective judgements, and Ofsted have deemed the CMA's quality assessments not to be acceptable, SCC reserve the right to withdraw funding from any childminder registered with the agency.

17 Appeals process (see Appendix D)

17.1 A Provider may be denied approval to offer the funded entitlements or have funding withdrawn as set out above. The Provider can appeal against that decision.

17.2 Providers who wish to appeal should write to SCC within 10 working days of receiving notification of the Council's decision to withdraw funding. They should outline the grounds for appeal linking the termination list above and state why they believe they are meeting the full terms of compliance. This will then be reviewed by senior managers in line with the full appeals procedure.

17.3 The appeals procedure for the withdrawal of funded early education from safeguarding not met or urgent improvement in leadership & governance settings can be found in Appendix B.

18 Complaints

18.1 The Provider should ensure they have a complaints procedure in place. This should be published and accessible for parents who are not satisfied their child has received their funded entitlement correctly, as set out in this Provider Agreement and in the Early Education and Childcare Statutory Guidance for Local Authorities published by the Department for Education.

18.2 SCC expects that most complaints will be resolved internally using the Provider's own complaints procedure.

18.3 If a parent is not satisfied that their child has received the funding in accordance with the legislation or as set out in this agreement and in the Early Education and Childcare Statutory Guidance and has not been able to resolve their concern directly with their Provider, they should contact SCC at eycommissioningteam@surreycc.gov.uk.

18.4 SCC will investigate the parent's complaint once w to approach the Provider has been given by the parent. SCC will require the Provider to supply relevant information or paperwork related to the parent's complaint within a specified timescale. If the review determines that the terms and conditions of this provider agreement have not been met the Provider will be notified in writing

of the breach with clear actions and timescales in which to comply. Parents will also be notified of the outcome of the investigation.

18.5 If the Provider fails to comply with the required actions within the timescale given, they will be formally notified of their removal from the Directory of Providers following the withdrawal of funding panel process. Providers can appeal against the decision to remove them from the Directory of Providers using the appeals procedure.

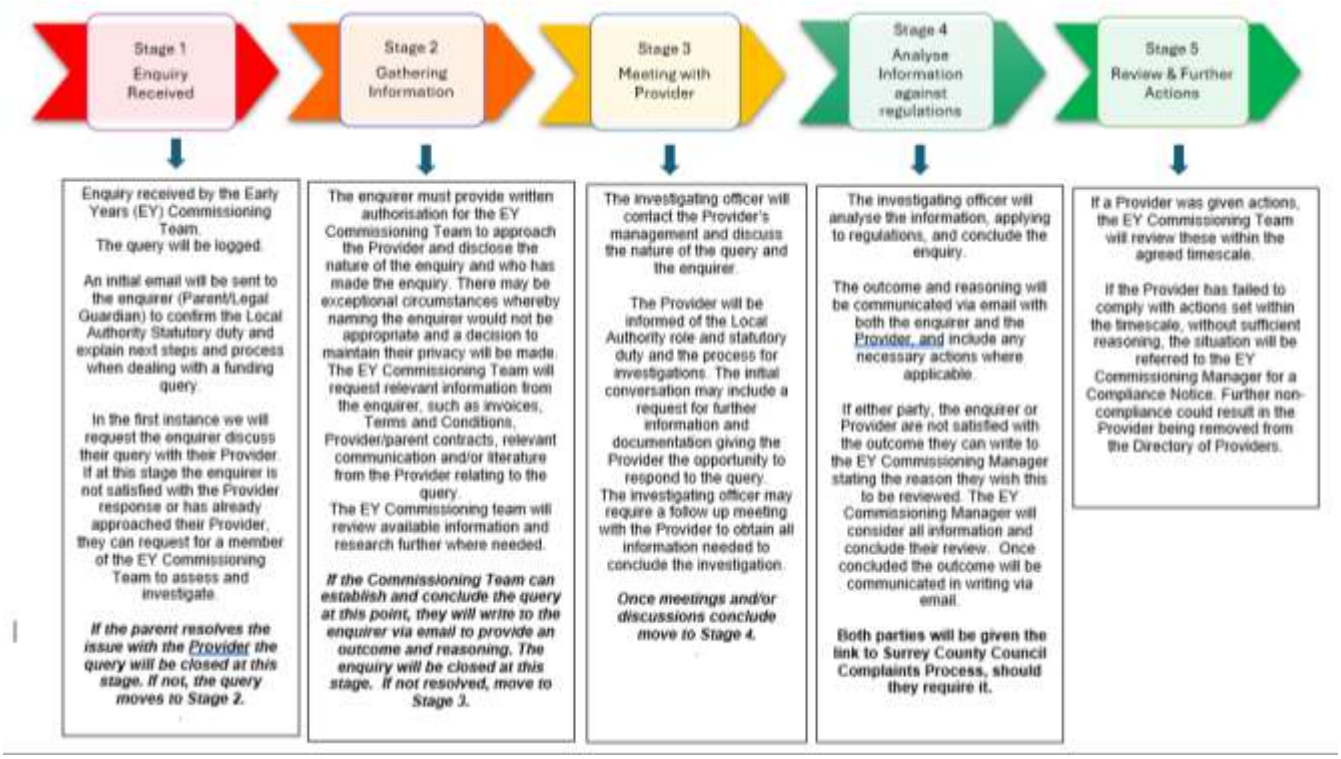
18.6 If you have a concern or a complaint about how SCC administer the funded entitlement or about a member of the Team please follow the SCC's complaints procedure.

18.7 If a parent or Provider is not satisfied with the way in which their complaint has been dealt with by SCC or believes SCC 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.

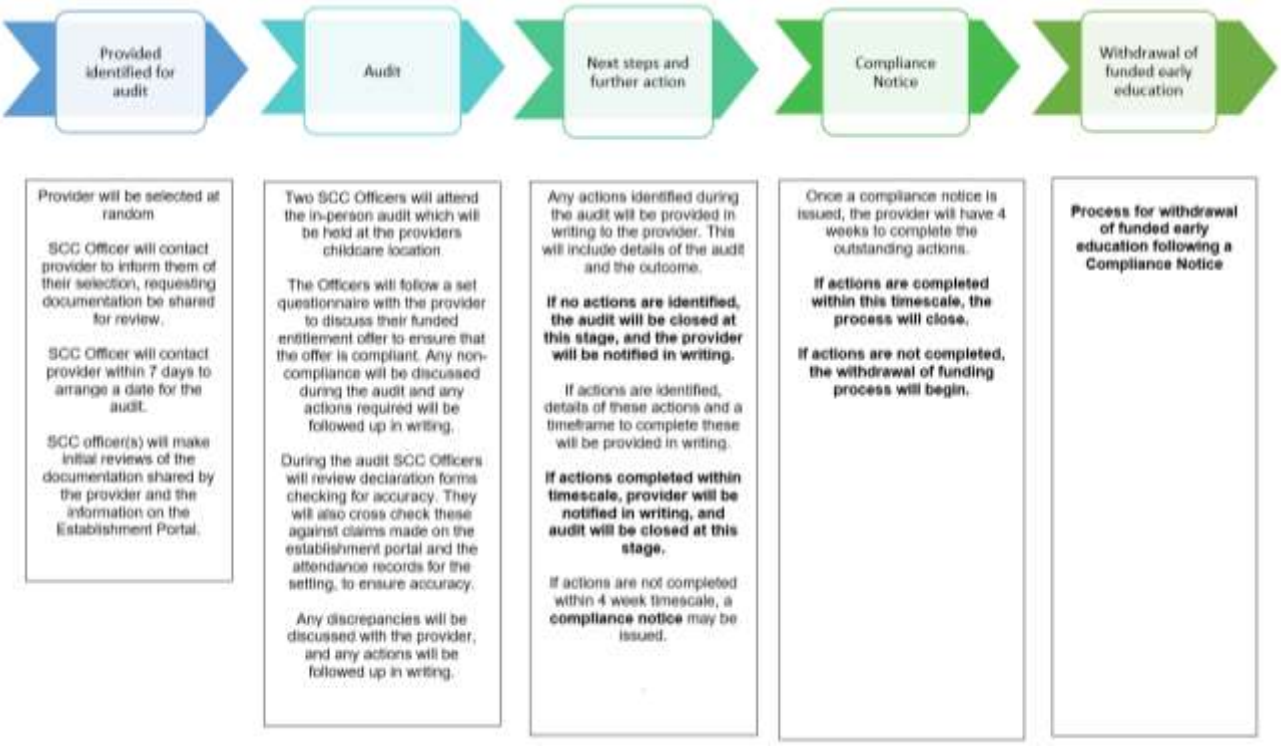
19 Early Years Funded Entitlements - Compliance Process

The Early Years Funded Entitlements Compliance Process is in place to ensure that funded entitlements are delivered in line with statutory requirements and local authority expectations. It helps to maintain fairness, transparency, and accountability across all providers, ensuring that public funding is used appropriately and that children and families receive their full entitlement. The process also supports providers to meet their obligations and enables the identification and resolution of any issues at an early stage.

19.1 **Compliance Process following a Parent Enquiry**



19.2 **Compliance Audit Process for Providers**



20 Data Protection

20.1 As a person or Organisation holding personal data, your setting must be listed on the Public Register of Data Controllers held by the Information Commissioner's Office. For more details call the Information Commissioners' Office on 0303 123 1113 (local rate) or visit the Information Commissioner's Office website: For organisations | ICO

You must securely store and keep all SCC Declaration Forms, Change of Hours Forms, Data Correction Forms and Registers for a minimum of seven years in case of an audit. If not kept on site, records must be stored locally. You do not need to keep copies of birth certificates or passports.

Surrey County Council have produced a guide to the Information Commissioners Office (ICO) requirements for Early Years Settings which can be accessed via the Surrey Early Years Support Services website.

Definitions

"Data Controller"	has the meaning given to that term in the Data Protection Legislation in force from time to time;
"Data Processor"	has the meaning given to that term in the Data Protection Legislation in force from time to time;
"Data Protection Impact Assessment"	an assessment carried out pursuant to Article 35 of the General Data Protection Regulation;
"Data Protection Legislation"	the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Investigatory Powers Act 2016, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 the General Data Protection Regulation and any legislation implemented in connection with the General Data Protection

	Regulation and any replacement legislation coming into effect from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Security Breach"	any breach of security or confidentiality leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;
“Data Subject”	has the meaning given to that term in the Data Protection Legislation in force from time to time;
"General Data Protection Regulation" or “**GDPR” (Article 19)**	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
"Information Commissioner's Office"	the office of the Information Commissioner, being the regulator appointed in the UK as the data protection supervisory authority;
“Personal Data”	has the meaning given to that term in the Data Protection Legislation in force from time to time;

20.2 **Data Protection**

- Both Parties shall procure that its representatives shall, duly observe all their obligations under the Data Protection Legislation, which arise in connection with the performance of this Provider Agreement.
- The Provider shall perform its obligations under this Provider Agreement in such a way as to ensure that it does not cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- The Provider shall be liable for and shall indemnify (and keep indemnified) the Council against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor and client basis) and demands incurred by the Council which arise directly from a breach by the Provider of its obligations under the Data Protection Legislation, including without limitation those arising out of any third party demand, claim or action, or any breach of Provider Agreement, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Legislation by the Provider or its employees, servants, agents or sub-contractors. For the avoidance of doubt, the Council shall provide documentary evidence to the Provider before it can make a claim under this clause in relation to any third party action.
- The Provider agrees that it shall enter into a data sharing agreement with the Council if required to do so at the Council’s absolute discretion so as to set out the Parties obligations in relation to any Personal Data which may be shared between the Parties.
- The provisions of this clause 19 shall apply during the continuance of the Provider Agreement and indefinitely after its expiry or termination.

20.3 **Data Processor Obligations**

With respect to the Parties’ rights and obligations under this Provider Agreement, the Parties agree that the Council is the Data Controller and that the Provider is the Data Processor. A description of the Personal Data processed by the Provider and the processing activities undertaken by the Provider is set out in the Data Processing Activities set out in clause 19.1.

In respect of Personal Data that the Provider processes on behalf of the Council in connection with this Provider Agreement, the Provider shall procure that its representatives shall:

- Solely process the Personal Data for the purposes of fulfilling its obligations under this Provider Agreement and in compliance with the Council's written instructions as set out in this Provider Agreement and as specified from time to time in writing by the Council.
- Notify the Council immediately if any instructions of the Council relating to the processing of Personal Data are unlawful.
- Not transfer to or access any Personal Data from a country outside of the United Kingdom without the prior written consent of the Council.
- Comply with the Council's instructions in relation to transfers of Personal Data to a country outside of the United Kingdom unless the Provider is required pursuant to applicable laws to transfer Personal Data outside the United Kingdom, in which case the Provider shall inform the Council in writing of the relevant legal requirement before any such transfer occurs unless the relevant law prohibits such notification on important grounds of public interest.
- Take reasonable steps to ensure the reliability of any Staff who have access to the Personal Data and ensure that all Staff used by the Provider to process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data.
- Ensure that none of the Provider's Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council.
- Not engage any sub-contractor to carry out any processing of Personal Data without the prior written consent of the Council provided that notwithstanding any such consent the Provider shall remain liable for compliance with all the requirements of this Provider Agreement including in relation to the processing of Personal Data.
- Ensure that obligations equivalent to the obligations set out in article 19 are included in all Provider Agreements between the Provider and permitted sub-contractor who will be processing Personal Data and who have been approved in accordance with clause.
- Take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with the Data Protection Legislation.
- Upon request provide a written description of the technical and organisational measures employed by the Provider (within the timescales required by the Council) and if the Council does not consider that such measures are adequate to enable compliance with the Data Protection Legislation, implement such additional measures as may be specified by the Council (acting reasonably) to ensure compliance.
- Taking into account the nature of the data processing activities undertaken by the Provider, provide, at no cost to the Council, all possible assistance and co-operation (including without limitation putting in place appropriate technical and organisational measures) to enable the Council to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation, including (without limitation).
- Notifying the Council within two (2) Working Days of receiving any request from a Data Subject exercising their rights under the Data Protection Legislation.
- Complying with the Council's instructions in relation to complying with the Data Subject's rights under the Data Protection Legislation, which may include (without limitation) providing notices to Data Subjects in a format specified by the Council, rectifying inaccurate Personal Data, ceasing or restricting processing of Personal Data, providing access to Personal Data, permanently deleting or securely destroying Personal Data and providing copies of Personal Data in a format specified by the Council.

- Maintain a record of the Provider's processing activities in accordance with the requirements of the Data Protection Legislation.
- Assist the Council, at no cost to the Council, in ensuring compliance with the obligations set out in Articles 32 to 36 (inclusive) of the GDPR (or any equivalent legislation in the UK or any subsequent legislation) taking into account the nature of the data processing undertaken by the Provider and the information available to the Provider, including (without limitation).
- Providing information and assistance upon request to enable the Council to notify Data Security Breaches to the Information Commissioner's and/or to affected individuals and/or to any other regulators to whom the Council is required to notify any Data Security Breaches; and
- Providing input into and carrying out Data Protection Impact Assessments in relation to the Provider's data processing activities.
- Ensure that it has in place appropriate technical and organisational measures to ensure that processing of Personal Data carried out by the Provider in connection with this Provider Agreement meets the requirements of the Data Protection Legislation and ensures protection of the rights of individuals under the Data Protection Legislation.
- Notify the Council immediately and in any event within twenty-four (24) hours in writing if:
  - The Provider or any sub-contractor engaged by or on behalf of the Provider suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; or
  - The Provider or any sub-contractor engaged by or on behalf of the Provider receives any Data Security Breach notification, complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation, and in each case the Provider shall provide full co-operation, information and assistance to the Council in relation to any such Data Security Breach, complaint, notice or communication at no cost to the Council;
- Upon termination of this Provider Agreement, at the discretion of and at no cost to the Council, delete securely or return all Personal Data to the Council and delete all existing copies of the Personal Data unless and to the extent that the Provider is required to retain copies of the Personal Data in accordance with applicable laws.
- Make available to the Council at no cost to the Council all information necessary to demonstrate compliance with the obligations set out in this clause and, upon request, allow the Council, the Information Commissioner's Office and its representatives access to the Provider's Premises, records and Personnel for the purposes of assessing the Provider's compliance with its obligations under clause; and
- Indemnify the Council from and against all costs, expenses (including legal and other professional fees and expenses), losses, damages and other liabilities or whatever nature (whether contractual, tortious or otherwise) suffered or incurred by the Council and arising out of or in connection with any breach by the Provider or any sub-contractor of this clause. For the avoidance of doubt, the Council shall provide documentary evidence to the Provider before it can make a claim under this clause in relation to any third-party action.

The provisions of this clause shall apply during the continuance of the Provider Agreement and indefinitely after its expiry or termination.

20.4 **Council Data on Provider's IT System(s)**

The Provider shall:

- Take all reasonable precautions and use all reasonable endeavours to preserve the integrity of any Council Data or other data which it stores and/or processes on behalf of

the Council and to prevent any corruption or loss of such data and to have in place an appropriate archiving and back-up policy.

- Follow its detailed archiving procedures (as appropriate).
- In the event of any corruption of or loss or damage to the Council Data, use all reasonable endeavours to restore the lost or damaged Council Data, at its own expense, from the latest back-up of such Council Data maintained by the Provider in accordance with the archiving procedure described in its archiving and back-up policy or, where the Council Data has not been restored by the Provider within ten (10) Working Days, at the Council's option, promptly reimburse the Council for any reasonable expenses it incurs in having the Council Data restored by a third party;
- Be responsible for any loss, destruction, alteration or disclosure of Council Data caused by itself and any of its sub-contractor, including (but not limited to) any third Parties sub-contractor by the Provider to perform services related to Council Data maintenance and back-up; and
- In providing the Services, have in place and comply with its privacy and security policy relating to the privacy and security of the Council Data, such policy to include measures equal to or broadly comparable with the relevant provisions of the Council's Data in Transit Policy. The Provider shall provide a copy of its privacy and security policy to the Council upon request and wherever such policy is updated by the Provider from time to time and shall consider any comments the Council has on such policy.

20.5 The Council has completed the table below and the Provider shall only process Personal Data in accordance with this clause.

Category of Data	Name, Age, DOB, Address, Family Composition, Medical Information, GP address, School, Education reports, Child Looked After placement history, Legal Status, Child Protection History, Behaviour, Interests and Strengths, Allegations/Complaints, Risk Assessments, Placement History. Equalities data will also be collected to monitor the new service against the protected characteristics, age, disability, race. Key contacts information for Looked After Children At times Special Data such as Ethnic Origin and Health details may need to be shared. In some instances, sensitive data regarding safeguarding concerns may need to be shared.
Category of Data Subject	Children and Young People and Parent/Carers
Processing Operations	Initial referral data, including Name, Age, DOB, Address, Family Composition, Medical Information, GP address, School, Education reports, Child Looked After placement history, Legal Status, Child Protection History, Behaviour, Interests and Strengths, Allegations/Complaints, Risk Assessments, Placement History. Provider will hold data on Case Files (electronic and paper) Data shared as appropriate with other professionals. Information may be shared over the telephone, via secure e-mail (Egress) and by letter.

20.6

Location of Processing Operations	United Kingdom
Identity of sub-contractors	N/A
Purposes	Student data will need to be shared for Education, Health and Care Plans, for planning and placing in schools and colleges in future and in some instances to share with Health and Social Care departments.
Duration	

The Parties shall enter into a Data Processing Agreement.

21 Safeguarding in Employment

21.1 The Provider shall maintain and keep up to date appropriate policies on child protection. These policies shall comply with any legislative and registration/regulatory requirements, Department of Health guidelines and with policies, procedures and guidelines issued by the Council. The Provider shall ensure that these policies, procedures, and guidelines are communicated to staff and that appropriate training is provided to staff in relation to them.

21.2 The Provider must have in place comprehensive procedures for reporting and managing allegations against staff which demonstrates the promotion of the safety and welfare of children and are compliant with statutory requirements. The Provider must be able to evidence safe and robust recruitment procedures and practice for all staff working with children and/or adults at risk. The Provider shall ensure that staff know about and comply with the requirements to make accurate, factual, and contemporaneous records to ensure compliance with this clause 20.2. The Provider shall comply with the Council Safeguarding procedures in relation to this clause 20.2 details of which are available using the following links and may be amended from time to time and notified to the Provider:

www.surreysab.org.uk/information-for-professionals/ssab-policies-and-procedures/

Surrey Safeguarding Children Partnership (procedures.org.uk)

21.3 The Provider must fulfil its legal obligations in relation to carrying out Criminal Records Checks and checking Staff through the DBS or Disclosure Scotland (as appropriate) and the relevant national or local safeguarding authority, where necessary and appropriate and complete a risk assessment form in respect of each Staff member when making decisions in relation to convictions revealed by the Criminal Records Check.

21.4 The Provider is required to pay the full cost of any such registration and related costs. The Provider acknowledges that the Council has legal responsibilities under the Safeguarding Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012) ("SVG") and that the Provider must check the Protection of Children Act list and comply with all other relevant Law in relation to safeguarding children and shall provide such evidence of compliance with this clause as the Council shall reasonably require. If it is a requirement of the Provider Agreement for the staff member to be registered with the DBS Update Service, the Provider shall be responsible for ensuring that the staff member maintains their annual subscription of the DBS Update Service.

21.5 The Provider shall nominate and name a designated safeguarding lead and make arrangements during the provision of the Services under this Provider Agreement to ensure that it complies with the provisions of the SVG.

21.6 The designated senior officer or manager referred to in clause 20.5 above shall comply with the provisions of Statutory Guidance of “Working together to safeguarding children,” in dealing with allegations of abuse made against the Provider’s employees who work with children. The Provider shall have in place a safeguarding policy.

21.7 The Provider shall be entirely responsible for the employment and conditions of service of its staff and all obligations relating thereto. In addition to the pre-employment checks to be conducted under this clause, the Provider shall ensure that suitable references reflecting the staff member's suitability to work with children and/or vulnerable adults are taken up as part of the recruitment process. All staff members proposed for the Service shall be subject to an appropriate Criminal Records Check, which should be conducted and results obtained prior to the staff member being employed in connection with the Service. Should an adverse entry be revealed as a result of the Criminal Records Check and/or should any convictions including those that would otherwise be spent under the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 be revealed, the Provider shall notify the Council's Manager of these immediately. The Council shall have a right to veto the employment or engagement of any staff member proposed for the Service as a result of the adverse entry/convictions, but not unreasonably or vexatiously.

21.8 The Provider shall use one of the following methods for the advice, processing, and storage of each Criminal Records Check:

- by the Provider directly (if DBS registered); or
- through an external DBS umbrella body; or
- through the Council's DBS Umbrella Body.

21.9 The Provider shall comply with and observe all relevant Law in relation to Criminal Records Checks and follow all recommendations and general guidance issued including by any Central Government Department on Criminal Records Checks and carrying out Criminal Records Checks in relation to any person engaged in a role that meet the previous definition of Regulated Activity as defined by the Rehabilitation of Offenders Act (ROA) 1974 (Exceptions) Order 1975, and in Police Act Regulations, when deciding whether the outcome of the Criminal Records Check is satisfactory and whether the individual concerned is suitable to carry out the role in connection with the Services.

21.10 The Provider shall store the record of the disclosure securely within the Provider's Organisation in accordance with the Data Protection Act 2018 and DBS Code of Practice.

21.11 If visits are taking place as part of the recruitment process, potential staff of the Provider must be accompanied by a member of staff at all times.

21.12 To ensure the safety and well-being of children and vulnerable adults, providers must have a strong system in place that:

- Clearly records instances when staff are suspended or dismissed.
- Adheres to both local and government safeguarding guidelines.
- Notifies relevant professional bodies if there is any non-compliance with safeguarding policies.

This system helps maintain a safe environment and ensures that all actions are transparent and accountable.

21.13 The Provider will ensure that it has appropriate procedures in place that support:

- the immediate reporting to the Local Authority Designated Officer of concerns and details of any incidents and/or convictions in relation to staff members; and
- other actions necessary to support the Council's policies, including possible mandatory participation in child protection meetings and actions.

21.14 The Provider shall have codes of conduct in place for all staff.

21.15 The Provider must provide evidence of robust and effective complaints and whistle-blowing policies including a guarantee to staff (and parents where applicable) that using these complaints and/or whistle blowing procedures appropriately will not prejudice their own position and prospects.

21.16 If abuse of an individual is taking or has taken place or is suspected the Provider must comply with the "duty to refer" by immediately notifying the Council Manager as well as the Provider's representative and should consider suspension of the staff member(s) and take emergency

measures (for example, inform police/seek medical assessment/treatment (as appropriate)). The Provider must, as far as is practicable, preserve any evidence but may not commence any investigation until authorised to do so by the Council Manager. The Provider must also notify the DBS and/or Disclosure Scotland (as appropriate) if a staff member is dismissed or removed from working in connection with the Services for the reasons described in the "Duty to Refer" section of the DBS website.

21.17 **Requests for Information from the Disclosure and Barring Service (DBS)**

21.17.1 The Council shall be entitled, under its duty to the DBS, to respond to requests from the DBS for further information held by the Council in relation to the staff.

21.17.2 The Provider shall respond to requests from the Council within a reasonable time about Criminal Records Checks in relation to the staff and shall cooperate with the Council to enable the Council to comply with its duty to the DBS.

21.17.3 Failure by the Provider to comply with the safeguarding provisions of this clause shall entitle the Council to terminate the Provider Agreement and claw back the early years entitlement funding.

22 General

22.1 No person who is not a Party to this Provider Agreement shall have any right to enforce any term of this Provider Agreement, which expressly or by implication, confers a benefit on him without the prior consent in writing of both Parties. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contract (Rights of Third Parties) Act 1999.

22.2 The Provider acknowledges that the Council is subject to the requirements under the Freedom of Information Act 2000 (the "Act") and the Environment Information Regulations 2004 (the "Regulations") and shall cooperate with the Council (at the Provider's expense) to enable the Council to comply with these information disclosure requirements.

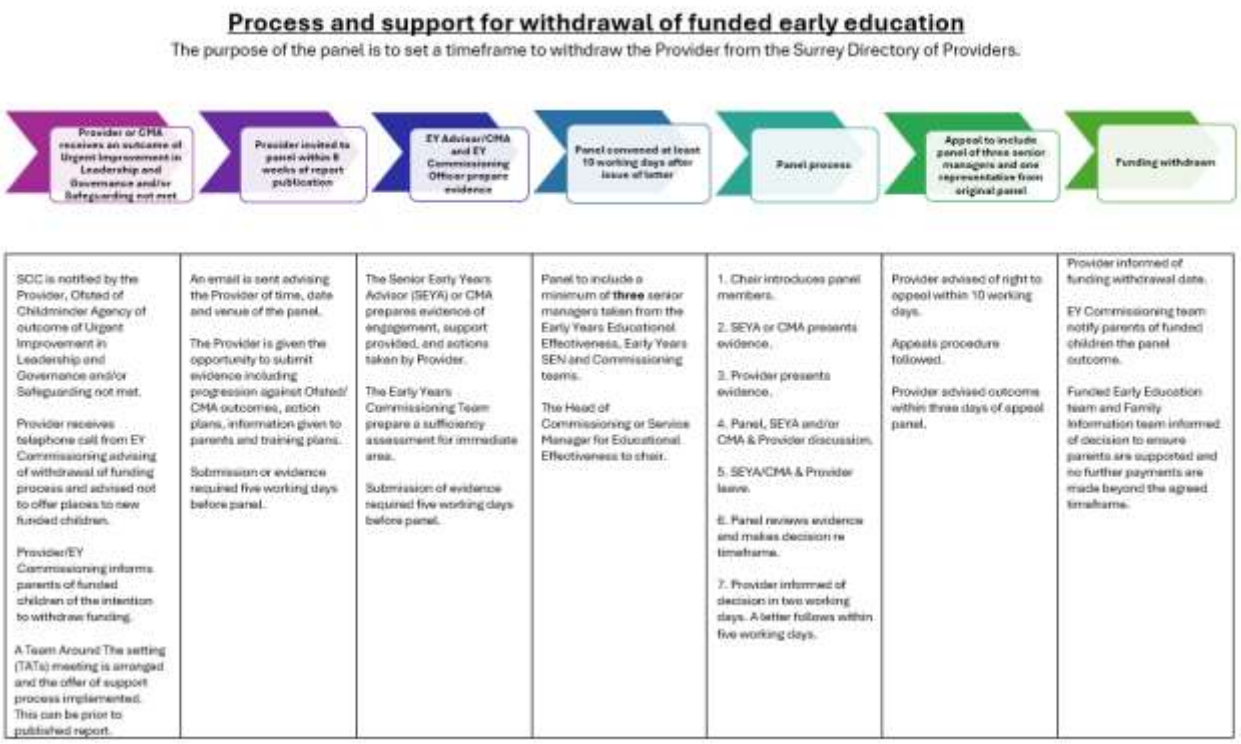
22.3 The Courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Provider Agreement.

23 Contact details

Funded Early Education Team	fundedearlyeducation@surreycc.gov.uk
Early Years Commissioning Team	eycommissioningteam@surreycc.gov.uk
Early Years Educational Effectiveness Team	earlyyearsadvisors@surreycc.gov.uk
The Early Years SEND Team	sectorNE@surreycc.gov.uk sectorSE@surreycc.gov.uk sectorSW@surreycc.gov.uk sectorNW@surreycc.gov.uk
Education Safeguarding Team	education.safeguarding@surreycc.gov.uk
Local Authority Ombudsman	https://www.lgo.org.uk/

25 Appendices

Appendix A – Withdrawal Process Flowchart



Appendix B - Procedure for Withdrawal of Funded Early Education

The purpose of this document is to describe how Surrey County Council will fulfil its statutory duty to withdraw funding for early education from settings that receive a safeguarding not met or urgent improvement in leadership & governance judgement from Ofsted, for childminder agencies deemed ineffective and for childminders registered with a childminding agency assessed as not offering a suitable quality of childcare.

Our statutory responsibilities in this regard are clear, as set in Section A3.13 of the Early Education and childcare statutory guidance for local authorities. This states that local authorities should:
“Secure alternative provision and withdraw funding from a Provider (other than a local authority maintained school), as soon as is practicable”, when Ofsted publish an inspection judgement of the Provider of ‘safeguarding not met or urgent improvement in leadership and governance’ or when Ofsted publish a second consecutive inspection judgement of a childminder agency of ‘ineffective’.

Following a second consecutive ‘ineffective’ inspection judgement, local authorities should continue to fund the childminder agency’s Providers if the childminder agency has assessed them as being of acceptable quality and Ofsted has not identified any concerns about the childminder agency’s assessment arrangements, and should endeavour to treat all of the childminder agency’s other Providers in a comparable way to Ofsted-registered Providers with equivalent judgements. Subject to this, it is for local authorities to determine an appropriate timeframe for withdrawing funding. When withdrawing funding, local authorities should consider the continuity of care for children who are already receiving their funded hours at a Provider or with an agency registered childminder and Ofsted monitoring information about the Provider or agency.

Surrey County Council is committed to ensuring that children in Surrey are able to access the highest standards of early education and childcare provision. This means that we will take action to support Providers when a judgement of safeguarding not met and/or urgent improvement in leadership & governance or ineffective is issued by Ofsted, but we will also withdraw funding in line with our statutory responsibilities.

As per the statutory guidance, SCC will follow the same process for withdrawal of funding for childminders registered with an agency who are deemed not to meet appropriate quality standards through the agency quality assurance process.

When an Ofsted judgement of safeguarding not met and/or urgent improvement in leadership & governance is received by a Surrey setting or a childminder operating in Surrey registered with an agency is deemed by the agency not to be meeting acceptable quality standards, the Early Years Educational Effectiveness Team and Early Years Commissioning Team will write to a Provider with an offer of support. Initially support will take the form of a Team around the Setting meeting. In this meeting a support plan will be developed to address the issues highlighted by Ofsted or the agency, which could include developing an action plan and implementing a Safeguarding and Welfare Requirements audit. This will depend upon the actions required by Ofsted or the agency. The SCC Early Years Commissioning and Early Years Educational Effectiveness Teams will work collaboratively with childminder agencies who have assessed a Surrey childminder as not being of an acceptable quality.

The formal process to decide the timeframe to deregister the Provider from the Surrey Directory of Providers and withdraw funded entitlement funding will begin after the Ofsted or childminder agency quality assurance report is published. For childminder agencies, the process will begin after the publication of a second ineffective Ofsted report, as per DfE guidance. Please note that Surrey County Council does not waive its statutory responsibility to withdraw funding, as required by statutory guidance, if it does not act immediately or in line with the timeframes and process set out in this document.

Appendix C - Process for Withdrawal of Funded Early Education

Once notification is received by Surrey County Council from Ofsted, the Provider or a CMA, the Provider will be advised against offering a place to any additional funded children until after the formal process to withdraw funding is complete. This is to ensure that new children do not have to go through a settling in procedure to be then moved once funding is withdrawn. Surrey County Council will write directly to parents and carers claiming funded early education hours at the setting to notify them of the withdrawal of funding process.

A panel to decide the timeframe in which to withdraw funding will be convened at least 10 working days after the Provider is sent a letter inviting them to the panel meeting. The Provider is given the opportunity, prior to the panel meeting to submit any evidence they wish to relate to areas such as:

- Progress they feel they have made in responding to their Ofsted outcomes.
- Action plans, including time frames, for addressing the issues in their Ofsted report; and
- Training to support improvement.

The Provider must also provide a copy of the information given to current and perspective parents regarding the inspection outcome.

For Providers registered directly with Ofsted, the Senior Early Years Advisor responsible for the area will also collate the following information to present at the panel:

- Evidence of engagement by the Provider.
- Support provided by Surrey County Council; and
- Action taken by the Provider.

For childminders registered with a CMA, the agency will be responsible for collating this information and will be asked to share this at panel.

A sufficiency assessment of funded childcare places within the immediate area of the setting will also be carried out by the Early Years Commissioning Team for the panel to consider at the meeting.

The Provider should confirm attendance at the panel and submit all evidence at least five working days before the panel date.

The panel will consist of a minimum of three senior managers from Early Years Educational Effectiveness Team, Early Years Commissioning Team and Early Years SEND Team, including either the Head of Commissioning or Service Manager for Educational Effectiveness who will chair the meeting. The panel will consider the evidence and make the decision as to the timeframe for withdrawal of funding.

There are three options for withdrawal of funding available to the panel as follows:

- Withdraw funding with immediate effect.
- Withdraw funding at the end of the current funded period (or the following half-term, should there be insufficient time to give parents due notice); or
- Withdraw funding following notification of the outcome of the next Ofsted inspection, should the setting receive a second safeguarding not met and/or urgent improvement in leadership & governance.

The outcome of the panel will be conveyed to the Provider within two working days and a formal letter sent to the Provider within five working days. The Provider should inform parents of the intention to withdraw funding and associated timescales. SCC will also write to the parents of funded children about the outcome of the panel.

The Provider will have 10 working days from the issue of the letter to appeal the decision about the timescale for funding withdrawal. Please note that there is no option to appeal against the Local Authority's statutory duty to withdraw funding from settings who have received a judgement of safeguarding not met and/or urgent improvement in leadership & governance. Any appeal should clearly set out the grounds for contesting the decision about when funding would be withdrawn and be made in writing to the Director of Commissioning at Surrey County Council.

A panel to include the Director of Commissioning as Chair and two other senior managers will be convened. One member of the original panel will be present to explain the process followed and rationale behind the decision taken by the Withdrawal of Funding Panel. The appeal will be considered, and the Provider will be notified of the appeals panel decision within three working days.

Should the Provider choose not to appeal, or if the decision is upheld by the Appeal Panel, the Provider must write to the parents of the children claiming their funded early education hours at the setting to advise them that funding is being withdrawn and the related timescales.

If the Provider receives an Ofsted inspection or a repeat quality assurance visit from a CMA before the funding is withdrawn and the inspection outcome is no longer safeguarding not met and/or urgent improvement in leadership & governance or of the equivalent quality standard of the CMA, then the Provider will continue to receive funding and will remain on the Surrey Directory of Providers.

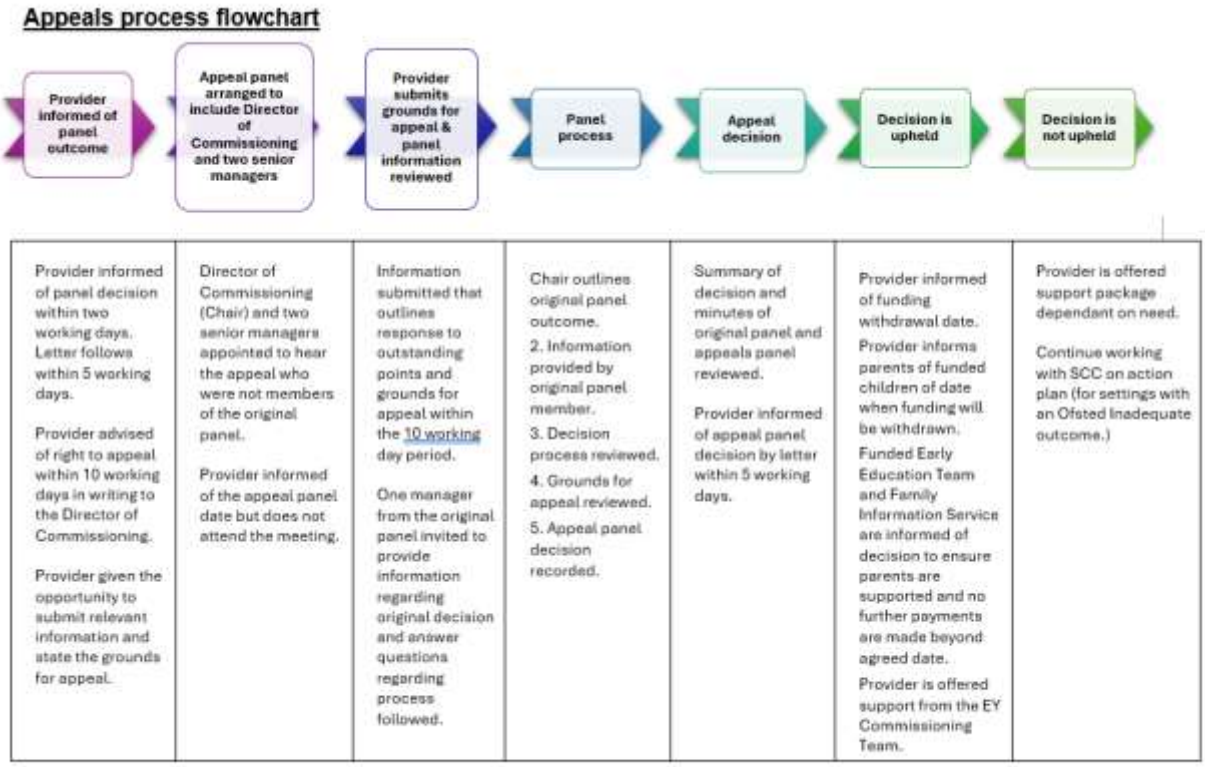
If the Provider receives an Ofsted inspection before the funding is withdrawn and the inspection outcome remains safeguarding not met and/or urgent improvement in leadership & governance, the Provider and parents of children whose children are claiming their funded entitlement with the Provider will be written to, informing them that funding will be removed with immediate effect. This also applies where a CMA completes a second quality assurance visit and the quality continues not to be deemed acceptable.

If an Ofsted inspection outcome of effective, safeguarding met and/or needs attention in leadership & governance or above is received after the funding has been withdrawn, the Provider will need to re-register on the Surrey Directory of Providers following the standard process. This also applies where an agency childminder receives a quality assurance report of an acceptable level of quality, following the withdrawal of funding.

Where two or more settings belonging to a chain receive a safeguarding not met or urgent improvement in leadership & governance outcome in short succession, this will be taken into consideration as part of the withdrawal of funding process and SCC reserve the right to withdraw funding immediately where this occurs.

Where a childminding agency receives two consecutive 'ineffective' Ofsted judgements, where the quality assurance process is also deemed not to be acceptable, SCC reserve the right to withdraw funding from any childminder registered with the agency based on the information available.

Appendix D - Appeals Process Flowchart



Appendix E - Appeals Procedure for Withdrawal of Funding

It is a legal requirement under Section A3.13 of the "Early Education and Childcare Statutory Guidance for Local Authorities" that local authorities should:

"Secure alternative provision and withdraw funding from a Provider (other than a local authority maintained school), as soon as is practicable, when Ofsted publish an inspection judgement of the Provider of 'safeguarding not met and/or urgent improvement in leadership & governance' or an inspection judgement of a childminder agency of 'not effective'. It is for local authorities to determine an appropriate timeframe for withdrawing funding. When withdrawing funding local authorities should consider the continuity of care for children who are already receiving their funded hours at a Provider or with an agency registered childminder and Ofsted monitoring information about the Provider or agency.''

Whilst the statutory duty on local authorities to withdraw funding from provision that is judged as safeguarding not met and/or urgent improvement in leadership & governance is clear and cannot be changed, the local authority does have discretion in relation to the timing of when funding will be withdrawn, taking into consideration continuity of care for children who are already receiving funded hours at the setting. This document sets out the grounds on which a

Provider may appeal the decision, related to the time frame for withdrawal of funding, taken by Surrey County Council's Withdrawal of Funding Panel and the procedure that will be followed in conducting the appeal.

All Providers will be informed of the decision that has been made regarding the timing of withdrawal of funding within two working days of the Withdrawal of Funding Panel and have this formally confirmed by letter within 5 working days. This letter will notify them of their right to appeal the decision should they wish to.

Grounds for an Appeal

An appeal can be made in relation to the decision about the timing of withdrawal of funding on one or both of the following grounds:

- On the merits of the panel's decision, e.g. the panel did not act reasonably or failed to consider relevant information presented.
- That the Council did not follow its published procedure in conducting the Withdrawal of Funding Panel process.

Exercising the Right to Appeal

Appeals must be submitted within 10 working days of notification of the Council's decision to withdraw funding to the Director of Commissioning.

They can be contacted in writing to:

Director of Commissioning
Surrey County Council
Victoria Gate
Chobham Road
WOKING
GU21 6JD

The appeal must state the grounds for the appeal and give as much information as possible to assist the panel in their decision whether to uphold the appeal.

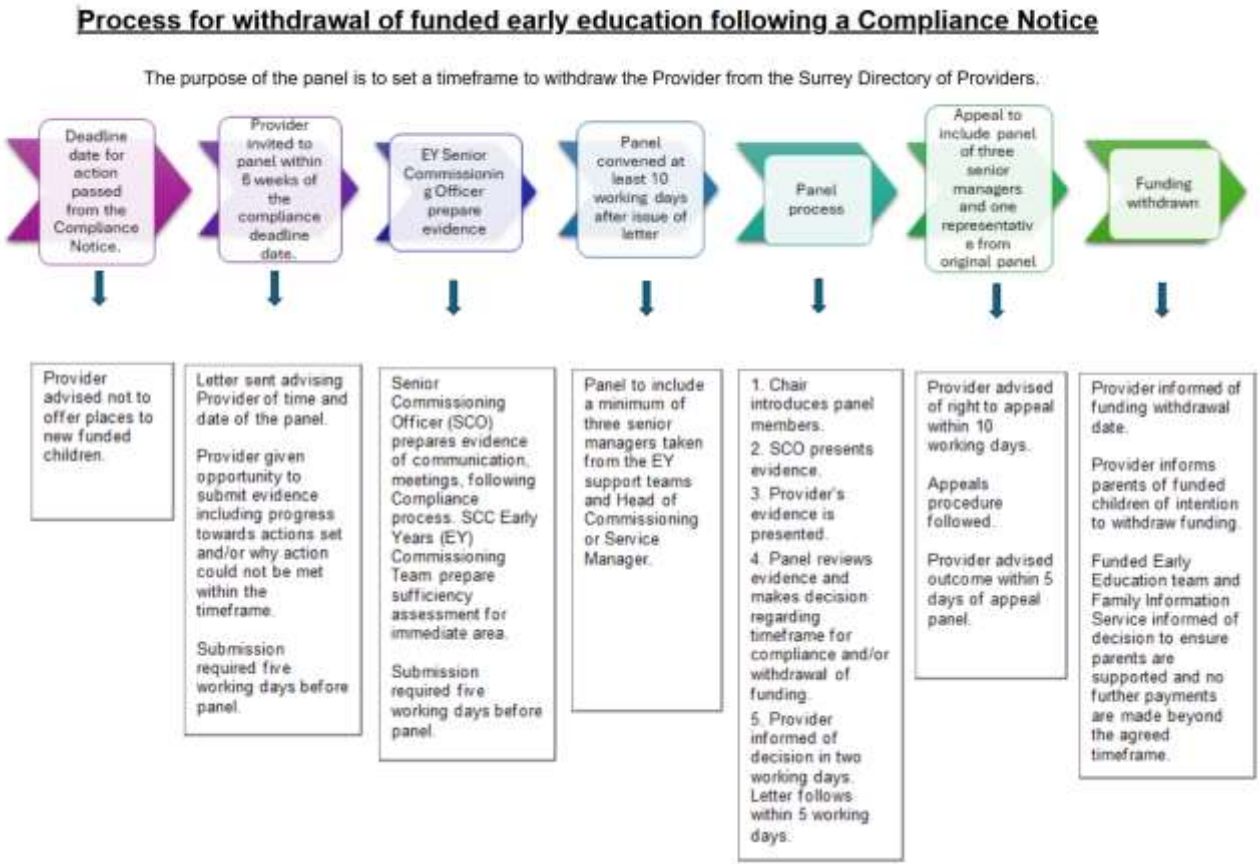
Consideration of Appeals

Once the notification of the appeal is received by the Director of Commissioning the following process applies:

- An appeals panel composed of the Director of Commissioning (Chair) and two senior managers will consider all appeals. These managers must not have been involved in the original Withdrawal of Funding Panel.
- One manager from the original withdrawal of funding panel will be invited to attend the appeal panel meeting to provide information regarding the original decision and answer questions regarding the process followed by the panel. This manager will not participate in deciding the outcome of the appeal.
- The appeal panel members will consider information provided by the panel member; the formal correspondence sent to the Provider and the minutes of the original panel and review the decision process and grounds for appeal.
- The appeal panel members will then record whether the appeal is upheld or not upheld.
- The appeals panel will inform the Provider of its decision and findings in writing within five working days following the appeal meeting.
- If the decision about the timing of withdrawal of funding is upheld Surrey County Council will write to the parents of the children claiming their funded early education hours at the setting to advise them that funding is being withdrawn and the related timescales. These letters will be sent out within 5 working days of the appeal panel.

- If a Provider receives an Ofsted inspection before the funding is withdrawn and the inspection outcome is no longer safeguarding not met and/or urgent improvement in leadership & governance, then the funding will continue with the Provider.
- If the decision on timing of withdrawal of funding is not upheld, the Appeal will set an alternative timeframe for withdrawal of funding – this will either be at the end of the current term or at the point when the Provider's next Ofsted inspection judgement is published, if this remains a safeguarding not met and/or urgent improvement in leadership & governance outcome. Surrey County Council will continue to offer a support package dependant on need, and the Provider will continue working with Surrey County Council to deliver their improvement action plan.

Appendix F - Failure to comply with a Compliance Notice



Appendix G - Frequently Asked Questions

G.1. What if a child lives outside of Surrey or attends another setting outside of the county?

Funded Early Education is not linked to where the child lives. It is the Local Authority where the child is educated that pays the funding. If a child goes to another setting that is not in Surrey, please make sure that no more than the maximum hours are claimed between the two local authorities. It is the setting's responsibility to check the SCC Declaration Form to make sure this is not happening.
If overclaims have been occurring, SCC will invoice the Provider to claim the overclaimed hours back.

G.2. A family have asked to attend my early years provision, they have just moved to England, and they are not British citizens, will they be entitled to claim funded early education?

A child moving to England from another country is entitled to the Universal 15 hours of funded early education for 3 & 4 year olds, on the same basis as any other child, regardless of whether they have British citizenship or if families have been told they have no recourse to public funds.

Two year old children with no recourse to public funds may be entitled to early learning for 2 year old funding, SCC Providing Early Learning for 2 year olds webpage has further information.

Working Parent Entitlements are for families where both parents have the right to work in England and must have recourse to public funds to qualify.

More information on the different funding can be found on the SCC Early Years Professionals webpage.

For more information for families, including eligibility criteria please signpost them to the SCC Paying for Childcare webpages.

G.3. Can I offer funded early education during school holidays?

Surrey Providers can only claim funding on a term-time basis. However, funded early education can be offered throughout the year, including at weekends, rather than just during maintained school term times, if, as a Provider, you choose to stretch the funding yourself. For example, 10.96 hours per week for 52 weeks per year for a Universal 15 hour offer or 21.92 hours per week for 52 weeks per year for a 30 hour offer. This is called a stretched offer. The total annual number of hours claimed cannot exceed 570 hours or 1140 hours per child. The maximum number of hours a child can have in a week will be dependent on how many weeks in a year you are open but can be no more than 15 hours or 30 hours per week.

Examples of stretched offers

Universal 15 hour offer:

51 weeks	11.17 hours
50 weeks	11.40 hours

30 hour offer:

51 weeks	22.35 hours
50 weeks	22.80 hours

Due to Surrey's term-time claiming system, if you are stretching the funding yourself and a child leaves your setting part way through their child year, you may have claimed for more hours than you have delivered or delivered more hours than you can claim for. You need to have clear information in your terms and conditions as to what happens in both scenarios, for example that the hours are forfeited or there being some chargeable hours at the end of a term. SCC stretched term funding guidance webpage provides all of the resources and information that you will need in order to continue to deliver a stretched funded entitlement offer. You can also contact the Early Years Commissioning Team on eycommissioningteam@surreycc.gov.uk with any queries relating to stretched funding.

G.4. What if I can't offer 15 hours a week?

If you are unable to open for 15 hours a week, for example, because the premises are unavailable, the parent can choose to use their child's remaining funded hours at another Provider. Another Provider must be declared on the SCC Declaration Form by parents.

G.5. What if I can't offer 38 weeks a year or 30 hours each week?

There is no requirement that Providers must open for at least 38 weeks of the year or that Providers must offer 30 hours of funded entitlement. However, even if you only offer 15 hours of funded early education a week, you may still be part of a 30 hour offer for a parent. For example, a parent may take 15 hours with a full day care setting and then their remaining 15 hours with you. This means that if you're offering a place to a parent and they've given you their 30 hour eligibility code, even if you're not delivering more than 15 hours of funded early

education, you should check this code in the Establishment Portal before offering them a place to make sure you'll get funded.

G.6. If I can't open for 38 weeks a year, do I have to tell parents?

Yes, you must tell parents in writing that you are offering less than they are entitled to. Your letter should explain the full entitlement, give the Surrey Family Information Service contact details (surrey.fis@surreycc.gov.uk) and explain the potential drawbacks of going to a setting offering less than 38 weeks per year. Providers must also complete the custom terms dates form and return it to the Funded Early Education Team.

G.7 What if a child goes to my setting for more than their funded hours?

If a child goes to your setting for more than the maximum funded entitlement, or for hours outside your funded sessions as detailed in your terms & conditions, the parent should expect to pay you for the additional time. However, you must ensure that all children are able to access their funded entitlement hours without having to pay any mandatory charges. Providers are permitted to charge for additional services but for funded hours these charges should be voluntary for parents.

Providers should be mindful of the most disadvantaged families who are unable to pay the voluntary charges and the impact this will have on the child not being included in paid for activities. Providers should consider how they can use additional funding such as EYPP to support disadvantaged children to access paid for activities. EYPP should be used to ensure equality and access to provision, regardless of whether they choose to pay for optional hours, services, meals or consumables.

It is your responsibility as the Provider to ensure that parents are aware of any charges for additional services before they take up their funded place and this information should be available on your website or the Family Information Service.

Your offer for delivery and charging should be clear and transparent so that parents understand what they will be charged for and how much this will be. You must also provide parents with a clear and transparent invoice and example of a compliant invoice can be found in our Charging Guidance Document on our webpage - Providing funded early education - Surrey County Council

G.8. Can a child change from stretched hours to term time hours or term time hours to stretched hours once a claim for funding has been made?

Once a child starts at a childcare Provider, parents are advised to continue accessing their funded hours in a consistent pattern of hours until the funded period after their next birthday (not linked to academic year) to ensure they do not exceed the maximum number of hours. You should make parents aware of this before they take up their funding. This will apply even if the child changes Providers mid-way through the child's funded period before their next birthday.

All Surrey Providers will now be claiming on a term-time only basis, Providers can still choose to stretch the funded entitlement themselves, however, will need to keep a record of delivery so that parents can be informed of any over or underclaims should they make the decision to leave part way through a funded period. Where this occurs, Providers will need to enter a leavers date (end date) on the portal and can access support with reconciliation of hours from the Funded Early Education Team. The Establishment Portal works in full weeks so the end date must by a Friday.

G.9. What happens once my setting is registered to deliver funded entitlements?

SCC will issue you with a Department for Education unique reference number (DFE URN) in addition to your Ofsted URN.
Once your application has been approved and you have secure access to the Establishment Portal, you will be able to claim the funding immediately. You will find all the forms you need to claim funding on our Providing funded early education webpage.

G.10. What happens if I am already claiming for Early Learning for 2 year olds and receive an Ofsted outcome of needs attention in leadership & governance or safeguarding not met?

If you receive a needs attention in leadership & governance Ofsted inspection outcome, we will contact you to discuss whether your setting will be able to remain in the Directory of Providers and what support we might be able to offer.

If you receive a safeguarding not met or urgent improvement in leadership & governance Ofsted inspection outcome, once the Ofsted report is published, SCC will follow the withdrawal of funding process as detailed in this Provider Agreement. Surrey County Council is committed to ensuring that children in Surrey can access the highest standards of early education and childcare provision. This means that we will take action to support settings when a judgement of safeguarding not met and/or urgent improvement in leadership & governance is issued by Ofsted to a Provider, but we will also withdraw funding in line with our statutory responsibilities.

Local Authorities are required by the Department for Education to withdraw settings who have been judged as safeguarding not met and/or urgent improvement in leadership & governance by Ofsted from the Surrey County Council Directory of Providers. This means that the Provider will no longer be able to deliver the funded entitlement. The purpose of the panel is to establish a timeframe for the withdrawal from the directory.

When a Provider receives a safeguarding not met or urgent improvement in leadership & governance Ofsted judgement, SCC must follow the process of withdrawal of funding of the early years funded entitlements. The process is to consider and decide when to remove the Provider, not if to remove the Provider from the Surrey County Council Directory of Providers.

Providers do have the option to withdraw themselves from the Surrey County Council Directory of Providers immediately if they wish.

It is an offence to trade in the knowledge of insolvency. That means that the Provider needs to understand the sustainability of the business after funding is withdrawn. If the Provider enters into a new contract either with staff, service Providers or any other contractual arrangement in the knowledge that they will not be able to fulfil their financial obligations, the Provider would be committing an offence.

It is recommended that Providers seek independent advice about redundancy and employer's commitments. The Advisory, Conciliation and Arbitration Service offer free advice: Work and employment law advice | Acas

The purpose of the panel is to set a timeframe to withdraw the Provider from the Surrey County Council Directory of Providers and therefore withdraw funding.

Three options available:

- Remove funding with immediate effect.
- Remove funding at the end of the current funded period (or following half term, should there be insufficient time to give parents due notice)
- Defer the removal of funding pending the outcome of the next inspection.

If funding remains in place until next inspection and the outcome improves and safeguarding is met or above, the Provider would be able to continue to offer funding. If the Provider were to receive a further safeguarding not met or urgent improvement in leadership & governance judgement, the funding would be removed immediately. In practice this is the day following publication of the report.

G.11. How do I withdraw from the Surrey 'Directory of Providers?

If you choose to withdraw, and no longer offer funded entitlements you must tell the Funded Early Education Team in writing: fundedearlyeducation@surreycc.gov.uk. If you withdraw part way through a funded period, you will need to repay any funding already paid to you for that funded period.

You should write to individual parents giving at least a funded period or three months' notice to allow them to make alternative arrangements.

G.12. How much is the funding worth?

The funded early education has no monetary value for parents. The funded early education is a guarantee of a funded place. It is not a voucher, and it is not a subsidy for parents. It is worth something to the Provider, but not to the parent.

The funded rates are published annually in the SCC Early Years and Childcare Professionals E-Bulletin and on the SCC webpage - Providing the early years funded entitlement for Working Parent Entitlements - Surrey County Council

G.13. What happens when a child starts at my setting?

At the beginning of each funded period every parent must fill in and sign a SCC Declaration Form (this can be found on the Providing funded early education webpages). Parents must update the annual form every funded period. This must be signed by the parent or carer, and the child must have attended their first session before making your claim for funding.

When making the first claim for a Early Learning for 2 year olds funded child you can only claim from the date the application was agreed by the Funded Early Education Team. If you are unsure of this date, please contact the Funded Early Education Team. Funding will not be backdated.

G.14. What if I sell the setting or move the setting to different premises?

As soon as you know the registered person for your setting is going to change you **must** email the Funded Early Education Team to ask for a re-registration pack. The new registered person **must** re-register with SCC to offer funded early education places. You **may** also have to re-register with Ofsted please contact them directly to discuss enquiries@ofsted.gov.uk.

Committee run groups that have a change of chairperson do **not** need to re-register with Ofsted but **should** tell the Funded Early Education Team in writing of the change. They will **not** need to re-register on the 'Directory of Providers'. They do, however, need to inform Ofsted, ensuring the correct forms and checks have been completed and the Charities Commission.

G.15. What happens if I am changing the address of my setting?

As soon as you know that you will be moving to new premises the registered person **must** email the Funded Early Education Team to inform them of the new address fundedearlyeducation@surreycc.gov.uk.

You **may** also have to re-register with Ofsted, please contact Ofsted directly to check their terms, email enquiries@ofsted.gov.uk from the email address that you used for your registration.

G.16. Why is the termly early years' Census important?

Central government bases the funding SCC gets on the number of children reported in the Department for Education termly Census. All Providers must complete full and accurate Census and Sufficiency data in the EYES Establishment Portal by the given date each term, to make sure SCC are given the right amount of funding. If you do not return the data on time, SCC may remove you from the 'Directory of Providers'. This would mean that you could not offer any of the funded entitlements.

Providers should ensure that they keep their contact details up to date and accurate on the EYES Establishment Portal, informing the Funded Early Education Team via email (fundedearlyeducation@surreycc.gov.uk) of any changes using the 'change of contact or owner details' form from the Providing funded early education webpage. SCC need to have up to date contact details should we need to get in touch with you regarding any aspect of Census.

G.17. How does the claim system work?

Before SCC can pay you, you must have read and agreed to the terms of the Provider Agreement in the Establishment Portal.

You can only claim for the number of hours for which the child's parent has asked you to claim on their completed SCC Declaration Form.

If a child is registered to go to your setting on set days but is regularly absent you will need to be able to show an audit or the reasons that you have claimed for that child for those days. You

may be asked to show, for example, what steps you have taken to make sure that the parents are aware of their entitlement and the attendance requirements at your setting. Where you know that a child is likely to be absent for more than two consecutive weeks within a funded period you may claim the funded entitlement only if the parent has given you a date when the child will return to your setting.

Early years Declaration Forms are available to download from the Providing funded early education webpage. **Please make sure you use 2025-26 forms.**

G.18. Will I still be able to claim funding if…?

- The setting received an Ofsted inspection grading of safeguarding not met and/or urgent improvement in leadership & governance
- The setting's registration is suspended by Ofsted.
- We do not meet the Safeguarding & Welfare Requirements Statutory Framework of the EYFS.
- We do not comply with other legal requirements, for example - health and safety, disqualification, data protection.
- We commit fraud or misappropriate funds or grants.
- We are not able to produce a valid SCC Declaration Form signed and dated by the parent or carer when requested.
- We do not have a compliant funded entitlement offer for parents.
- We do not return the headcount and early years Census Form by the given date each term.
- We do not safeguard children from abuse as set out in Working Together to Safeguard Children 2026
- We are in clear breach of the SSCB procedures manual to safeguard children from abuse and neglect.
- We do not comply with the Fundamental British Values as set out in HM Government Prevent.

No. Being in breach of any of the conditions set out in this Provider Agreement 2025-2026 may result in the Provider being withdrawn from the Surrey Directory of Providers.

Withdrawal means you will not be able to claim funded early education for any funded children, until you are compliant again. If you are withdrawn from the list you will need to re-register, following the standard process.