Bolton Council

Department for Education

Agreement for the funding of:

Early years provision free of charge and funded childcare

Valid from September 2025

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This Bolton Provider Agreement is made the day of 2025

Between

(1) The Borough Council of Bolton, ("**Bolton Council**") and

(2) The Early Years Provider ("**Provider**") so named in Schedule 1 to this Agreement.

Section 1: Overview

1.1 This Agreement is based on the Model Agreement and refers to early years' provision free of charge (sections 7 and 7A of the Childcare Act 2006) and free childcare (section 2 of the Childcare Act 2016) as the 'free entitlement(s)' or 'free hours' or a 'free place'.

1.2 Whilst the statutory duty remains with Bolton Council as the Local Authority, this Agreement details the requirements and expectations that early years' providers must meet in order to be eligible to deliver the various free entitlements under this Agreement and draw down the subsequent funding.

1.3 Although parents may choose where to send their child, funded places are only available in settings where the **Provider** has entered into this Agreement.

1.4 This Agreement applies to:

- The 15 hour entitlement for the most disadvantaged two year olds (the "Disadvantaged Two Year Olds Entitlement");
- The 15 hour entitlement for parents of three and four year olds (the "Universal Entitlement");
- The 30 hour entitlement for eligible working parents of children aged nine months up to four years old (the "September 2025 New Entitlement" effective from September 2025).

1.5 This Agreement does not provide guidance on how a provider shall operate their private businesses, including charges for provision over and above a child's free hours. **Bolton Council** shall 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 free place.

1.6 This Agreement will be kept under review and updated as necessary to reflect any changes to national guidance and legislation including but not limited to any changes in legislation and guidance from the DfE. Any references to legislation will be to that legislation as amended from time to time, without express change in this Agreement.

1.7 The Provider must sign and date this Agreement and return the signed copy of this Agreement to **Bolton Council** in order for the Provider to be registered on Bolton Council's list of eligible providers. **Failure to return a signed copy of this Agreement will result in the Provider being unable to offer free entitlement places and draw the subsequent funding as detailed in this Agreement.**

1.8 This Agreement is for**:**

Early years' providers (who are each referred to in this Agreement as the "**Provider**") and include:

- Early years Providers and childminders registered on the Ofsted Early Years Register;
- Local Authority Schools directly funded and regulated by Bolton Council and registered with Ofsted;
- Childminders registered with a childminder agency that is registered with Ofsted; and
- Independent Schools and Academies taking children age two and over and which are exempt from registration with Ofsted as an early years provider.

1.9 Definitions in this Agreement

- "**Agreement**" shall mean the terms and conditions herein (including the Schedules and Appendices) together with any guidance referred to herein and any documentation agreed in accordance with the said terms and conditions.
- **"Bolton Council**" shall mean the Borough Council of Bolton of Town Hall, Bolton, BL1 1RU.
- "**DfE**" shall mean the Department for Education.
- "**DfE Operational Guidance**" shall mean early years entitlements: operational guidance for Local Authorities and Providers 2025 to 2026, which is available via https://www.gov.uk/government/publications/early-years-funding-2025-to-2026/early-years-entitlements-local-authority-funding-operational-guide-2025-to-2026 as amended from time to time.
- "**DfE Statutory Guidance**" shall mean early education and childcare statutory guidance for local authorities which is available via https://www.gov.uk/government/publications/early-education-and-childcare--2/early-education-and-childcare-effective-from-1-april-2025
- "**Eligible Child**" shall mean a child who is a qualifying child of working parents in accordance with Section 1(2) Childcare Act 2016, and a child eligible for free of charge early years provision in accordance with Section 7 Childcare Act 2006.
- "**EYFS**" shall mean the statutory framework for the early years foundation

https://foundationyears.org.uk/2023/10/early-years-foundation-stage/

- **"Improvement Notice**" shall mean a written notice served by Bolton Council on the Provider detailing the improvements which Bolton Council requires the Provider to make in relation to the delivery of the Agreement.

- "**Model Agreement**" shall mean the Model Agreement for Early years provision Free of charge and free childcare, which is available via https://www.gov.uk/government/publications/free-early-years-provision-and-childcare-model-agreement

- **"Provider"** shall mean the person or organisation providing early learning services, and these would include childminders, pre-school playgroups, private day nurseries, independent schools and academies, maintained nursery classes and maintained nursery schools, as specified in Schedule 1 to this Agreement.

- "**Provider Portal**" shall mean the MRI Early Years Provider Portal, which shall be used by the **Provider** to carry out the following:

    - Submit headcount information in respect of children attending the Provider's settings;

    - Eligibility checks for funding places on behalf of parents;

    - Validate eligibility codes for 30 hours funding; and

    - Ensure information regarding capacity and vacancies are updated.

- "**Provider Portal Guidance**" shall mean the guidance which is available via https://www.boltonstartwell.org.uk/

- "**Safeguarding Guidance**" shall mean all the safeguarding guidance available via http://boltonsafeguardingchildren.org.uk/

- "**Service**" shall mean the delivery by the **Provider** of the early years funding entitlement (including the entitlements, as detailed in paragraph 1.4 above) in accordance with this Agreement.

- "**Start Well**" shall mean the Start Well Service: Early Years Foundation Stage Offer for Providers Delivering Funded Early Education and Childcare which can be accessed via https://www.boltonstartwell.org.uk/

- "**Start Well Offer**" shall mean the fully funded (no cost to providers) EYFS core of support from Start Well Service which can be accessed at offer https://www.boltonstartwell.org.uk/

1.10 The Service

1.10.1 The **Provider** hereby agrees to provide a Service as specified in this Agreement.

1.10.2 This Agreement shall commence on the 1st day of January 2026 and

continue until terminated in accordance with clause 2.99 below.

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

1.10.4 In delivering the Service, the **Provider** shall comply with the, the DfE Operational Guidance, the DfE Statutory Guidance, the Operational Guidance, the Safeguarding Guidance and any other such guidance relating to this Agreement which the **Provider** is made aware of.

1.11 Statutory and other regulations

1.11.1 The **Provider** will operate the Service in accordance with all Acts of Parliament, amendment or re-enactment of any Act, Statutory Regulation, or other such laws, recommendations, guidance or practices as may affect the provision of the Service(s) specified under the Agreement.

1.11.2 The **Provider** guarantees that the Service provided will comply with the requirements of the Health and Safety at Work Act 1974, of the relevant statutory provisions as defined in the Act and of any regulations made by virtue of the provisions of the Act or the relevant statutory provisions and C.O.S.H.H regulations and undertakes to take all necessary steps to secure the health and safety of employees and third parties.

1.12 Agreement to be signed by Provider

The **Provider** shall sign the final page of this Agreement to confirm the **Provider's** acceptance of the terms and conditions of this Agreement.

Legal framework and statutory guidance

1.13 The following frameworks and legislation underpin this Agreement:

- Early Education and Childcare, Statutory Guidance for Local Authorities from 1 April 2025
- Childcare Act 2006
- Childcare Act 2016
- Equality Act 2010
- School admissions code 2014
- Statutory Framework for childminders for the Early Years Foundation Stage 2024
- Statutory Framework for group and school-based providers for the Early Years Foundation Stage 2024

- Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014

- The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016

- Special educational needs and disability code of practice: 0 to 25 years 2015

- the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (DPA 2018); and all other applicable laws and regulations relating to protection, processing and sharing of personal data and privacy (as amended), including where applicable the guidance and codes of practice issued by the Information Commissioner

Section 2: Key Responsibilities

Key Bolton Council responsibilities

2.1 **Bolton Council** shall secure a free entitlement place for every eligible child in their area.

2.2 **Bolton Council** shall work in partnership with providers to agree how to deliver free entitlement places.

2.3 **Bolton Council** shall be clear about its role and the support on offer locally to meet the needs of children with special educational needs and/or disabilities (SEND) as well as its expectations of providers.

2.4 **Bolton Council** shall contribute to the safeguarding and promote the welfare of children and young people in their area.

Key provider responsibilities

2.5 The **Provider** must comply with all relevant legislation and insurance requirements included but not limited to, taking out and maintaining adequate levels of insurance.

2.6 The **Provider** shall deliver the Service consistently to all parents, whether in receipt of 15 or 30 hours and regardless of whether they opt to pay for optional services or consumables. This means that the **Provider** shall be clear and communicate to parents details about the days and times that they offer free places, along with their services and charges. Those children accessing the free entitlements shall receive the same quality and access to provision from the **Provider**.

2.7 The **Provider** must follow the EYFS in delivering the Service and have clear safeguarding policies and procedures in place for recognising, responding, reporting and recording suspected or actual abuse, which policies and procedures shall link to the Safeguarding Guidance. **Bolton Council** will monitor compliance with this clause through the Start Well Quality and Outcomes visits.

2.8 The **Provider** must have arrangements in place to support children with special educational needs and/or disabilities (SEND). These arrangements should include but not be limited to having a clear approach to identifying and responding to SEND. The **Provider** shall utilise the SEN inclusion fund (additional funding to support children with identified Special Educational Needs in their setting) and the Disability Access Fund (as detailed at https://www.boltonstartwell.org.uk/resources/send-inclusion/11 to deliver effective support, whilst making information available about their SEND offer to parents.

2.9 The **Provider** must actively promote fundamental British values (as defined by the DfE) and not promote views or theories as facts which are contrary to established scientific or historical evidence and explanations.

Safeguarding

2.10 **Bolton Council** has overarching responsibility for safeguarding and promoting the welfare of all children and young people in the Bolton Borough and it has a number of statutory functions under the 1989 and 2004 Children Acts which make this clear. Further the Safeguarding Guidance sets out **Bolton Council's** responsibilities in detail.

2.11 The **Provider** must follow EYFS in delivering the Service and have clear safeguarding policies and procedures in place for responding to and reporting suspected or actual abuse and neglect, which policies and procedures shall be in line with the Safeguarding Guidance.

2.12 The **Provider** shall ensure that a lead practitioner has responsibility for safeguarding and that all staff receive suitable training to identify signs of abuse and neglect.

Eligibility

15 hours entitlement for the most disadvantaged two year olds (the disadvantaged two year olds entitlement)

2.13 A child will be entitled to the free entitlement hours from the term after their second birthday providing both of the following conditions are satisfied:

a) The child has attained the age of two.

b) The child or parent meets the eligibility criteria. A child remains eligible under the above until they become eligible for the three and four year old Universal Entitlement, as detailed below.

Term Child First Eligible	**Child turned two years old between**
The start of term beginning on or following 1 April after the child's second birthday	1st January to 31st March

The start of term beginning on or following 1 September after the child's second birthday	1st April and 31st August
The start of term beginning on or following 1 January after the child's second birthday	1st September and 31st December

15 hour entitlement for parents of three and four year olds (the universal entitlement)

2.14 All three and four year olds are entitled to the Universal Entitlement of 570 hours per annum no later than the beginning of the term after their third birthday.

Table A:

Term Child First Eligible	**Child turned three years old between**
The start of term beginning on or following 1 September after the child's third birthday	1st April and 31st August
The start of term beginning on or following 1 January after the child's third birthday	1st September and 31st December
The start of term beginning on or following 1 April after the child's third birthday	1st January and 31st March

30 hours entitlement for eligible working parents from the age of nine months to four years old

2.15 A child will be entitled to additional free entitlement hours from the term after they turn nine months providing both of the following conditions are satisfied:

- The child has attained the age of nine months.
- The child or parent meets the eligibility criteria.
- A child becomes eligible under the above entitlement once it takes effect from September 2025.

Term Child First Eligible	**Child from age nine months to four years old**
The start of term beginning on or following 1 September for children aged between nine months and four years old	1st April and 31st August

The start of term beginning on or following 1 January for children aged between nine months and four years old	1st September and 31st December
The start of term beginning on or following 1 April for children aged between nine months and four years old	1st January and 31st March

2.16 **Bolton Council** shall ensure that a child has a free entitlement place no later than the beginning of the term following the child and the parent meeting the eligibility criteria for the free entitlements.

2.17 **Bolton Council** will confirm the validity of each 30 hours eligibility codes (being a child's unique reference) to allow the **Provider** to offer 30 hours places from age nine months to four year olds. **Bolton Council** will provide a validity checking service to the **Provider** to enable the **Provider** to verify the 30 hours eligibility code swiftly and efficiently. This will be through the Provider Portal.

2.18 **Bolton Council** will complete audit checks to review the validity of eligibility codes for children who qualify for 30 hours free childcare at 6 fixed points in the year, both at half-term and at the end of term across the year (on or around the dates as listed at table B below). **Bolton Council** will notify the **Provider** where a parent has fallen out of eligibility and inform them of the grace period end date (as detailed in Table B below).

Table B:

Date Parent receives ineligible decision on reconfirmation	**LA Audit Date**	**Grace Period End Date**
1 Jan – 10 Feb	11 February	31 March
11 Feb – 31 March	1 April	31 August
1 April – 26 May	27 May	31 August
27 May – 31 August	1 September	31 December
1 September – 21 October	22 October	31 December
22 October – 31 December	1 January	31 March

2.19 The **Provider** shall check original copies of documentation to confirm a child has reached the eligible age on initial registration for all eligible elements of the Service. The **Provider** shall record the necessary information which confirms these checks on the parental declaration form to enable **Bolton Council** to carry out audits and fraud investigations. A sample parent declaration form is available for download at

Free early years provision and childcare: model agreement - GOV.UK

2.20 The **Provider** shall consider advice from the ICO on holding Personal Data (as defined in the Data Protection Act 2018) including sensitive Personal Data. Guidance is available at: https://ico.org.uk/for-organisations/guide-to-data-protection/principle-3-adequacy/

2.21 The **Provider** shall obtain each 30 hours eligibility code from parents, which is the child's unique 11-digit number, and original copies of documentation. The **Provider** must acquire written consent from, or on behalf of, the parent to be able to receive confirmation and future notifications from **Bolton Council** of the validity of the 30 hours eligibility code. The **Provider** shall use the parental declaration form which asks the parent for the necessary information and consents (see 2.20. above).

2.22 The **Provider** shall verify the 30 hours eligibility code with **Bolton Council** once the **Provider** has received written consent from the parent to do so.

The Grace Period

2.23 A child will enter the grace period when the child's parents cease to meet the eligibility criteria set out in the Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016, as determined by HMRC or a First Tier Tribunal in the case of an appeal.

2.24 **Bolton Council** will access information about whether a child has ceased to meet the eligibility criteria and entered the grace period via the eligibility checking service (as detailed in the DfE Operational Guidance and in the DfE Statutory Guidance). The grace period end date (as specified in Table B above) will automatically be applied to eligibility codes.

2.25 **Bolton Council** will continue to fund a place for a child during the grace period as set out in the Early Education and Childcare Statutory Guidance for Local Authorities April 2023 and the further guidance published which will apply from 1 April 2025.

2.26 **Bolton Council** will inform the **Provider** of any children who have fallen out of eligibility for the Extended Entitlement within seven working days of the audit check date detailed in Table B above. **Bolton Council** will include the date when the grace period will expire, at which point those children / families will revert to the Universal Entitlement.

2.27 **The Provider** will inform parents who have fallen out of eligibility for the Extended Entitlement and inform them of their grace period end date.

Appeals against an eligibility decision

2.28 Parents may appeal the decision that has determined their ineligibility for the Extended Entitlement. Any appeals must be made directly to HMRC via their appeals process. **Bolton Council** has no influence or discretion regarding this.

Flexibility

2.29 **Bolton Council** will permit the provision to be offered within the national parameters on flexibility as set out in Section A2 of the DfE Statutory Guidance for Local Authorities.

2.30 The **Provider** shall offer flexible packages of free hours, subject to the following standards.

a) No session to be longer than 10 hours.

b) No minimum session length (subject to the requirements of registration on the Ofsted Early Years Register).

c) Not before 6.00 am or after 8.00pm.

d) A maximum of two sites in a single day.

2.31 The **Provider** shall work with **Bolton Council** and share information about the times and periods at which the **Provider** is able to offer free entitlements to support **Bolton Council** to secure sufficient stretched and flexible places to meet parental demand in the Bolton borough. Places can be delivered:

a) Over up to 52 weeks of the year

b) Outside of maintained school term times

c) At weekends

2.32 The **Provider** shall ensure that children are able to take up their free hours in continuous blocks and avoid artificial breaks being created throughout the day, for example the lunch period.

2.33 The **Provider** shall also make information about their offer and admissions criteria available to parents at the point the child first accesses provision at their setting.

2.34 The **Provider** shall enter into a written agreement with all parents that take up a funded entitlement place and the **Provider** shall ensure they clearly invoicing structures are in place which adhere to the DfE Operational Guidance.

2.35 The **Provider** shall update their details about their childcare offer with **Bolton Council** or directly through the self-update Provider Portal.

2.36 The **Provider** may “stretch” the free entitlement over a greater number than 38 weeks but this will carry a reduced weekly allowance of hours which shall not exceed 570 hours per annum in the case of 15 hour eligible children and 1140 hours in the case of 30 hour eligible children.

Partnership working

2.37 **Bolton Council** will support the partnerships below on four levels:

a) Local Authorities (including **Bolton Council**) and providers and multiagency professionals.

b) **Providers** working with other providers, including childminders, schools and organisations.

c) **Providers** and parents.

d) Local Authorities (including **Bolton Council**) and parents.

2.38 **Bolton Council** will promote partnership working between different types of providers**,** including childminders, across all sectors and encourage more providers to offer flexible provision, alongside other providers.

2.39 The **Provider** shall, where possible, work in partnership with parents, carers and other providers to improve provision and outcomes for children in their setting.

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

Special educational needs and disabilities

2.41 **Bolton Council** will strategically plan support for children with special educational needs and/or disabilities (SEND) to meet the needs of all children in their local area as per the Special Educational Needs and Disability code of practice: 0 to 25 years (January 2015).

2.42 **Bolton Council** will be clear and transparent about the support on offer in the Bolton borough, via https://www.boltonstartwell.org.uk/ so parents and providers can access that support. Early Years SEN panel process and graduated response for inclusion funding.

2.43 The **Provider** must ensure owners, managers and all staff members within their settings are aware of their duties in relation to the SEND Code of Practice and the Equality Act 2010 (see https://www.gov.uk/government/publications/send-code-of-practice-0-to-25).

2.44 The **Provider** shall be clear and transparent about the SEND support on offer at their setting including access to the inclusion fund and make information available about their offer to support parents to choose the right setting for their child with SEND.

2.45 The **Provider** shall identify those parents whose children may qualify for disability access funding and follow local process for claiming the funding as detailed via https://www.boltonstartwell.org.uk/

2.46 Information about whether a child is in receipt of Disability Living Allowance (DLA) is sensitive Personal Data which must be handled by the **Provider** appropriately.

The **Provider** shall have due regard to advice from the Information Commissioner's Office ("ICO") on holding Personal Data including sensitive Personal Data. The advice note is available at: https://ico.org.uk/for-organisations/guide-to-data-protection/principle-3-adequacy/

Social mobility and disadvantage

2.47 **Bolton Council** will promote equality and inclusion, particularly for disadvantaged families, looked after children and children in need by removing barriers of access to free places and working with parents to give each child support to fulfil their potential.

2.48 **Bolton Council** will issue to the **Provider** a list of children who are eligible for Early Years Pupil premium (EYPP).

2.49 The **Provider** shall use EYPP and any locally available funding streams or support to improve outcomes for this group. The Early Years Pupil Premium shall be used to improve the quality of early years' education for any disadvantaged children at the **Provider's** setting(s). The main accountability for the use of EYPP will be through Ofsted inspections. Help with planning for the use of EYPP monies has been developed by the Education Endowment funded see Early years | EEF (educationendowmentfoundation.org.uk)

Quality

2.50 The Early Years Foundation Stage (EYFS) statutory framework is mandatory for all schools that provide early years' provision and Ofsted-registered early years providers in England. The EYFS sets the standards that all early years' providers must meet to ensure that children learn and develop well and are kept healthy and safe.

2.51 Ofsted are the sole arbiter of quality for all free entitlements and Ofsted and inspectorates of independent schools have regard to the EYFS in carrying out inspections and report on the quality and standards of provision.

2.52 **Bolton Council** has a legal duty to provide information, advice and training on meeting the requirements of the EYFS for providers who are rated less than 'Good' by Ofsted or newly registered providers.

2.53 **Bolton Council** is not required to fund places where providers do not meet the quality standards stated below, but may choose to do so to ensure sufficiency of places.

2.54 **Bolton Council** will fund places where providers offer places in accordance with the national parameters on quality as set out in section A of the DfE Statutory Guidance and the EYFS.

2.55 **The Provider** must offer provision in accordance with the national parameters on securing quality for the free entitlements as set out in Section A3 of the DfE Statutory Guidance and the EYFS including but not limited to the points referred to at 2.59 to 2.61.

2.56 Where a **Provider** does not achieve the standard stipulated by Ofsted through inspection the **Provider** will:

a) Inform **Bolton Council** (Start Well Quality and Outcomes team) of their Ofsted grade upon receipt of their Ofsted report by emailing: startwellbookings@bolton.gov.uk.

b) Work with officers of **Bolton Council** to immediately address any recommendations and actions detailed within the Ofsted report.

c) Provide and implement an action plan which demonstrates how the **Provider** will achieve and maintain improvement in Ofsted grade. Plans should be submitted to startwellbookings@bolton.gov.uk within 28 days of the report being published on the Ofsted website.

d) This action plan must identify the following

a) How the **Provider** will satisfactorily address any actions or recommendations raised at inspection by Ofsted including the responsibilities and timeframes.

b) How this will impact on the children's progress.

c) How improvements will be monitored to evaluate their success.

2.57 **Bolton Council** will fund places for eligible children as set out in the Statutory Guidance Early Education and Childcare.

2.58 **Bolton Council** must take appropriate action to improve the quality of provision at a local authority maintained school which has been judged by Ofsted to require significant improvement or has been placed in special measures.

Business planning

2.59 **Bolton Council** will provide and maintain the online Provider Portal for the sole purpose of enabling the **Provider** to submit, safely and securely, child and parent details relating to all free entitlements and EYPP.

2.60 **Bolton Council** will publicise the exact dates and timescales for submissions, via the Provider Portal, each term. Autumn and Summer term cut off dates will be the same each year Spring term cut off dates will be the 31st March irrespective of the term start date, which can vary because of the Easter holiday dates.

2.61 The **Provider** must submit to **Bolton Council** the information outlined in the section

'Becoming a provider who delivers funded entitlement places in Bolton' via https://www.boltonstartwell.org.uk/ Funding information shall include but not be limited to headcount, census, sufficiency, quality, parental declaration forms, invoices and audit returns by the dates specified on the request to support the processing payment and delivery of free entitlements.

2.62 **Bolton Council** may charge the **Provider** a reasonable and proportionate charge for providing late or incomplete information leading to additional administration or costs in the processing of free entitlement. **Bolton Council** will consult with the **Provider** should **Bolton Council** intend to introduce charges.

2.63 **Bolton Council** will carry out termly checks and or/audits on randomly chosen providers of the Service to ensure compliance with the requirements of delivering free entitlements and will provide a written record of such checks, including actions and recommendations to the **Provider**.

2.64 The **Provider** shall, as required by legislation, complete the mandatory early years' census in accordance with the DfE statutory Guidance.

2.65 The **Provider** must submit all child and parent details to **Bolton Council** via the Provider Portal by the dates specified by **Bolton Council** (see 'Becoming a provider who delivers funded entitlement places in Bolton' via https://www.boltonstartwell.org.uk/). The **Provider** shall retain all paper contracts and agreements, including proof of entitlement (e.g. birth certificates, eligibility letters for 2 year olds). Copies will not be required to be sent to **Bolton Council**.

2.66 The **Provider** shall maintain accurate financial and non-financial records relating to free entitlement places and should give **Bolton Council** access on reasonable notice to all financial and non-financial records relating to free entitlement places funded under this Agreement.

Funding

2.67 The funding rates for 3 and 4 year old children in individual settings are determined through a local Single Funding Formula which is devised following national funding guidance (EYNFF) issued by the Department for Education. The entitlement under the EYNFF for the financial years 2023 – 2024 include updates and changes made which include the rolling in of the early years element of the teachers pay grant and teacher pension employer contribution (TPPG).

2.68 The **Provider** will be entitled to receive payment for the free entitlement delivered for three and four year olds, calculated at the hourly rate published by **Bolton Council** following approval in accordance with **Bolton Council's** Constitution and following local consultation. Payment shall include any deprivation supplement.

Charges to parents

2.69 Government funding is intended to cover the cost to deliver 15 or 30 hours a week (570 or 1140 hours a year) of free, high quality, flexible childcare. It is not intended

to cover the cost of meals, snacks, consumables such as nappies or sun cream, additional hours or additional services such as trips and specialist tuition.

2.70 It will be at the sole discretion of the parent should they choose to purchase additional hours of provision or additional services. Said additional services should be discussed with the **Provider** directly. The Purchase of additional hours of provision or additional services should not affect the parent's ability to take up their child's free place. The Provider should be mindful of the impact of additional charges on parents, especially the most disadvantaged.

2.71 In accordance with the DfE Statutory Guidance **Bolton Council** will intervene where parents make them aware that they are being charged additional amounts which do not comply with the terms of this Agreement or which are outside of those detailed in this Agreement, or where the parent raises concerns with the explanation given by the **Provider** for those additional charges.

2.72 The **Provider** must not:

a) charge parents "top-up" fees (the difference between the **Provider's** usual fee and the funding they receive from **Bolton Council** to deliver free places); or

b) require parents to pay a registration fee as a condition of taking up their child's free place.

c) charge for the supply of or use of any materials including but not limited to craft materials, crayons and other equipment or learning resources that are necessary for the effective delivery or childcare.

d) charge for business running costs including but not limited to rent, staff wages, cleaning materials, insurance, or utility bills such as energy, gas or water.

e) charge for non-refundable deposits as a condition of taking up a child's entitlement place.

f) charge for general charges including bit not limited to non-itemised enrichment charges, hourly rates, or any other supplementary charges on top of the free hours.

g) charge for any additional fees not specifically identifies and itemised as being for chargeable extras as per A1.33 of the DfE Statutory Guidance.

2.73 The **Provider** can, in delivering the Service:

a) charge for meals and snacks.

b) charge for consumables such as nappies or sun cream.

c) charge for services such as trips and specialist tuition.

These charges must be voluntary for the parent. Parents must be able to opt out of paying for chargeable extras and the associated consumable or activity.

2.74 The **Provider** is responsible for developing and maintaining their own policy on providing parents with options for alternatives to additional charges and how to respond to parental choice (including but not limited to circumstances where a parent chooses to opt out), which policy shall be available to **Bolton Council** for review including allowing parents to supply their own meals or nappies, or waiving or reducing the cost of meals and snacks.

2.75 The Provider must provide funded entitlements consistently to all parents whether in receipt of 15 or 30 hours and regardless whether they opt to pay for optional charges or consumables. This means the Provider must be clear and communicate to parents details about the days and times that offer funded places with their services and charges, Those children accessing the funded entitlements should receive the same quality and access to provision.

2.76 The **Provider** shall be permitted to charge parents a refundable deposit to secure a child's free place in some circumstances. In respect of this Agreement:

a) deposits shall not be charged or held to secure funded 2 year old places

b) deposits shall not be charged to existing children/parents i.e. a 2 year old child who moves to 3 year old funding in the following term.

c) requested deposits shall not be so high as to be a deterrent. A request for 50% of a week's fees as a deposit would be viewed as being a deterrent to some less advantaged parents.

d) deposits shall be returned or deducted from the first payment a parent makes following commencement of a placement.

2.77 The **Provider** shall deliver the Service consistently so that all children accessing any of the free entitlements will receive the same quality and access to provision, regardless of whether the parents opt to pay for optional hours, services, meals or consumables.

2.78 The **Provider** shall be completely transparent with parents and **Bolton Council** about any additional charges.

2.79 The **Provider** shall publish their admissions criteria and ensure parents understand which hours/sessions can be taken as free provision. This criteria should be published on the Providers' website or, where they do not have any website, on local authority Family Information Services. Not all providers will be able to offer fully flexible places, but the **Provider** shall work with parents to ensure that as far as possible the pattern of hours is convenient for parents' working hours. This including ensuring that free hours can be taken in continuous blocks should the children wish and that there are no artificial breaks in the entitlement hours.

2.80 The **Provider** shall ensure their invoices and receipts are clear, transparent and

itemised, allowing parents to see that they have received their free entitlement completely free of charge and to understand fees paid for additional hours, additional services and any additional costs relating to meals, snacks and consumables. Where additional services or consumables are listed a clear description of the consumable and/or additional service in which the additional cost relates should be listed. The **Provider** will also ensure that receipts contain the **Provider's** full details.

2.81 Payment will be for each child receiving their free early years provision for a maximum of 15 hours or 30 hours (dependent upon eligibility) over 38 weeks per year or any agreed combination of weeks and hours over the academic year provided the combination shall not exceed a maximum of 570 hours or 1140 hours (dependent upon eligibility) per annum.

2.82 The **Provider** will be entitled to receive payment for the free entitlement delivered to eligible two year olds, calculated at a flat hourly rate of attendance per child as determined by **Bolton Council** following approval in accordance with **Bolton Council's** Constitution. Payment will be for each child receiving their funded early years' provision for a maximum of 15 hours over 38 weeks per year or any combination of weeks and hours over the academic year provided the combination shall not exceed a maximum of 570 hours per annum.

2.83 The **Provider** will be entitled to receive payment for the free entitlement delivered to eligible nine month olds up to two year olds, calculated at a flat hourly rate of attendance per child as determined by **Bolton Council** following approval in accordance with **Bolton Council's** Constitution Payment will be for each child receiving their funded early years' provision for a maximum of 15 hours over 38 weeks per year or any combination of weeks and hours over the academic year provided the combination shall not exceed a maximum of 570 hours per annum.

2.84 **Bolton Council** will publish a timetable of headcount submission and payment dates and will acknowledge and respond timely to queries which the **Provider** raises in respect of the funding payable under this Agreement. The **Provider** shall send queries to earlyyearsfinance@bolton.gov.uk.

2.85 **Bolton Council** will pay the **Provider** monthly, unless the **Provider** requests and **Bolton Council** agrees to continue an existing alternative sustainable method of payment.

2.86 Payments will be made using the latest headcount of eligible children supplied by the **Provider** through the Provider Portal.

2.87 **Bolton Council** will apportion payments between **Providers**, where a parent chooses to access provision from more than one **Provider** (two maximum) to provide the free entitlement.

2.88 Early Years Pupil Premium payments will be paid in addition to free entitlement funding and paid monthly at the prescribed rates set by government. The **Provider** will be notified of children eligible for this funding and the amount payable per child following the completion by **Bolton Council** of the **Provider's** initial headcount monthly returns.

2.89 Disability Access Fund payments will be made in respect of eligible children, at the

rate determined by the DfE as soon as practicable after a child attends at a setting. This payment is made separately to other funding.

2.90 The **Provider** shall always refer to the Provider Portal guidance when submitting headcount data, funding and eligibility checks, which guidance shall be available via the Provider Portal.

2.91 The **Provider** must complete the monthly headcount process using the Provider Portal (save where the **Provider** is a childminder). To ensure that the **Provider** receives payments based on these initial returns, the headcount process must be completed by the date specified on the Provider Portal.

2.92 The **Provider** must submit all changes (including, but not limited to new starters, leavers, change in hours) to the already submitted initial headcount via the amendment task return, which is available on the Provider Portal. All changes received will be included in future payments.

2.93 The **Provider** shall ensure that all required free entitlement eligibility checks are undertaken accurately and the correct details are entered into the Provider Portal along with any supporting evidence (for non-income based applications). Incorrect submissions may result in delayed payments or funding being re-claimed for incorrectly funded children.

2.94 The **Provider** shall record the presence or absence at each session of each child for whom funding has been claimed under this Agreement. The **Provider** shall have a policy (which is in line with the statutory EYFS) for monitoring attendance which includes informing appropriate relevant agencies and following **Bolton Council's** safeguarding procedures (see http://boltonsafeguardingchildren.org.uk/) should the **Provider** have concerns raised by poor attendance.

2.95 The **Provider** shall use due diligence to safeguard the operation of this Agreement against fraud on the part of directors, governors, staff or parents with particular regard to inaccurate, incomplete or misleading claims for payment (see https://www.gov.uk/contact-hmrc).

Compliance

2.96 **Bolton Council** will carry out such checks and/or audits in respect of the **Provider** to as reasonably required to ensure compliance with the requirements of delivering the free entitlements and will provide a written record of such checks, including actions and recommendations, to the **Provider**.

2.97 The **Provider** shall agree to audit checks and provide any information that is requested and implement any actions and agreed recommendations. These checks will not be disproportionate or unnecessarily burdensome to the **Provider**.

Termination and withdrawal of funding

2.98 In the event that Bolton Council has concerns regarding the Provider's delivery of or ability to deliver the Service:

(a) Bolton Council shall be entitled to serve an Improvement Notice on the Provider; and

(b) The Provider shall comply with each Improvement Notice served within the timescales detailed therein.

2.99 **Bolton Council** shall have the right, on written notice, to terminate this Agreement forthwith in the event:

a) that Ofsted suspends the **Provider's** and or a setting's registration;

b) the **Provider** is in breach of this Agreement and the **Provider** fails to remedy the breach within the period specified by **Bolton Council**, acting reasonably, provided that the breach is capable of remedy;

c) the **Provider** does not actively promote fundamental British values (as defined by the DfE) or if the **Provider** promotes views or theories as fact which are contrary to established scientific or historical evidence and explanations;

d) the **Provider** does not meet the quality criteria as specified within the EYFS;

e) the **Provider** is providing two year old funded childcare and has been graded 'Inadequate' or 'requires improvement' by Ofsted;

f) the **Provider** has received the Ofsted inspection judgement of 'not met';

g) the Government alters or withdraws the early years' provision free of charge (sections 7 and 7A of the Childcare Act 2006) and free childcare (section 2 of the Childcare Act 2016); and

h) the Provider fails to comply in any respect with an Improvement Notice served by Bolton Council under section 2.101 above.

2.100 **Bolton Council** will consider any information published by Ofsted about a provider or childminder agency including the recent history about childcare provision by a particular provider or agency or childcare provision at a particular address. This may include, for example, where the Local Authority has concerns that a provider judged "inadequate" by Ofsted may have re-registered their setting with Ofsted to avoid making the quality improvements identified by Ofsted.

2.101 **Bolton Council** will only fund places for eligible disadvantaged 2-year-old children in 'requires improvement' providers where there is not sufficient, accessible 'good' or 'outstanding' provision.

2.102 The **Provider** shall submit an appeal on the Ofsted grade to Ofsted using their appeals procedure.

2.103 If the **Provider** is unable to meet the Ofsted grade criteria, after being given sufficient time by Ofsted to improve their grade criteria and following their action plans developed with **Bolton Council** to meet any actions arising from inspection, **Bolton Council** shall, in consultation with the Schools Forum, which is made up of representatives from schools, academies; there is also some representation from non-school organisation, such as nursery and 16-19 education providers. Their role

is to act in a consultative role for changes to the local funding formula or proposed changes to the operation of the minimum funding guarantee. Further information regarding Schools Forum can be sort at https://www.gov.uk/guidance/schools-forum-a-guide-for-schools-and-academies.

2.104 The **Provider** shall have 7 days in which to appeal in writing against a notice of termination issued by **Bolton Council** in accordance with 2.99 above.

Appeals process

2.105 The **Provider** may be denied approval to offer the free entitlements or have their funding withdrawn as set out above. The **Provider** can appeal against that decision.

2.106 The appeals process is:

a) The **Provider** shall have 7 days in which to appeal in writing to **Bolton Council**; and

b) **Bolton Council** will convene an appeals hearing at which the **Provider** will be entitled to attend with a representative of the **Provider's** choice. The appeals panel shall consist of Chair of Early Years Sub Group of Schools' Forum and include **Bolton Council** officer, (not involved in the original decision to remove the provider from the list of providers), and members of Early Years Sub Group of Schools' Forum, will review the decision through a panel interview using supporting documentation, where appropriate, within 35 calendar days of receiving the appeal.

c) The **Provider** will be notified of the appeal panel's decision within 5 working days. The decision of the panel is final.

Complaints process

2.107 **Bolton Council** will consider concerns from parents who are not able to resolve their concern directly with the **Provider** where the parent is not satisfied that their child has received their free entitlement in accordance with the legislation or as set out in this Agreement and in the DfE Statutory Guidance.

2.108 The **Provider** shall ensure the **Provider** has a complaints procedure in place that is published and accessible for parents who are not satisfied their child has received their free entitlement in the correct way, as set out in this Agreement and in the DfE Statutory Guidance for Local Authorities.

2.109 If a parent or the **Provider** is not satisfied with the way in which their complaint has been dealt with by **Bolton Council** or a parent of the **Provider** believes **Bolton Council** has acted unreasonably, they can make a complaint to the Local Authority Ombudsman. Such complaints will only be considered when the local complaints procedures have been exhausted.

Data Protection

2.110 **Bolton Council** and the **Provider** shall each comply with the relevant Data Protection Laws which apply to them under this Agreement. The Data Protection Laws which apply to the parties under this Agreement are the UK General Data Protection Regulation (UK GDPR); the Data Protection Act 2018 (DPA 2018); the Law Enforcement Directive (Directive (EU) 2016/680) (LED); the Regulation of Investigatory Powers Act 2000; the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000; the Privacy and Electronic Communications (EC Directive) Regulations 2003, implementing the Electronic Communications Data Protection Directive 2002/58/EC; Computer Misuse Act 1990; and all other applicable laws and regulations relating to protection, processing and sharing of personal data and privacy (as amended), including where applicable the guidance and codes of practice issued by the Information Commissioner.

2.111 **Bolton Council** and the **Provider** shall comply with the Data Sharing Schedule attached to this Agreement at Schedule 2.

Freedom of Information

2.112 **Bolton Council** has legal duties which may require the release of information under the **Freedom** of Information Act 2000 ("FOIA") or the Environmental Information Regulations 2004 ("EIR") or any other applicable legislation or codes governing.

2.113 Access to Information ("Access Duties"). **Bolton Council** may be under an obligation to provide information on request in complying with its Access Duties. Such information may include matters arising out of or under this Agreement in any way.

2.114 In the event that **Bolton Council** receives a request to for information under its Access Duties, **Bolton Council** will **disclose** all such information and documentation (in whatever form) as it is obliged to disclose under its Access Duties.

2.115 **Bolton Council** shall use reasonable endeavours to inform the **Provider** of the intention to disclose information under its Access Duties; however, **Bolton Council** shall be responsible for determining what information it is required to disclose under its Access duties.

2.116 **Bolton Council** shall not **disclose** information which is exempt from disclosure under its Access Duties.

Variation

2.117 In the event that it is necessary to vary any of the terms of this Agreement in order to comply with legislation or any guidance or procedures issued by the Government, **Bolton Council** shall serve a written notice on the **Provider** detailing the variations.

The variations shall come into effect from the date specified in the written notice.

Schedule 1

Full Legal Title of Provider ……..

Registered/Nominated Person ……..

EY Number ……..

Name of setting(s) ……..

……..

Address of setting(s) ……..

……..

Funding Stream:

Entitlement	✓ or ✗
15 hour entitlement for eligible disadvantaged two year olds (the "Disadvantaged Two Year Olds Entitlement").	
15 hour entitlement for parents of three and four year olds (the " Universal Entitlement").	
The 30 hour entitlement for working parents of children aged nine months up to 4 years old (the "September 2025 New Entitlement" effective from September 2025).	

Schedule 2
Data Sharing Schedule

Purposes for which the data is being shared

Bolton Council has a statutory duty to validate the eligibility of access to free and flexible high quality early years provision and submission of child level data for payments to **the Provider.**

There is also a statutory requirement for **Bolton Council** to complete a return to the Department of Education each year containing this information.

Lawful basis for sharing

Under Article 6 of the UK General Data Protection Regulation (UK GDPR), the lawful basis for processing this information is;
6(1)(e) Public task: the processing is necessary for us to perform a task in the public interest or for our official functions, and the task or function has a clear basis in law. The underpinning laws being;

a) Sections 1 and 2 of the Childcare Act 2016; and
b) Section 6, 7, and 7A of the Childcare Act 2006.

The additional Article 9 condition for processing special category data is;
Article 9(2)(g) – Substantial public interest which is supported by a specific condition in Schedule 1 of the Data Protection Act 2018:

- Paragraph 6 – Statutory and government purposes
- Paragraph 18 – Safeguarding of children and individuals at risk

Personal and Special Category Data to be shared

Field/Data Item	Headcount	2 Year Old Funding	30 Hours	3 and 4 year old 15 hours
First name	✓	✓	✓	✓
Middle Name	✓			
Last Name	✓	✓	✓	✓
DOB	✓	✓	✓	✓
Gender	✓	✓		✓
Ethnicity	✓	✓		✓
First Language	✓	✓		✓
Address	✓	✓		✓
Parents/Carer Title		✓		✓
Parents/Carer Forename		✓		✓
Parents/Carer Surname		✓		✓
Parent/Carers DOB		✓		✓
Parents/Carer Gender		✓		✓
Parents/Carer Relationship to the child		✓		✓
Parents/Carers Address		✓		✓

Parents/Carers National Insurance Number		✓	✓	
Parent/Carers NASS Number	✓			✓
Whether the parent/carer has parental responsibility for the child		✓		✓
Reason for Claiming Funding (LAC, SEN, Adopted, DLA, Universal Credit, Provided an eligibility letter from another LA)		✓		✓
If provided an eligibility letter from another LAs the name of the LA that gave the letter and the eligibility reference number.		✓	✓	✓
Applicants Email address		✓	✓	✓
Applicants phone number		✓	✓	✓
Extra contact information		✓	✓	✓
30 Hours Eligibility Code	✓		✓	
Childs Start Date	✓			✓
Childs End Date	✓			✓
Weeks Attended Setting in the term	✓			
Average hours attended per week	✓			
Hours Attended in the term	✓			
Universal hours claimed per week	✓			
Universal hours claimed for term	✓			
Extended hours claimed per week	✓			
Extended hours claimed per for term	✓			

Transmission of Personal Data

The Provider will submit Personal Data to **Bolton Council** via the secure Provider Portal. Access to the Provider Portal will be controlled by **Bolton Council** and all access requests will require the user to accept the **Bolton Council** Terms and Conditions for access and for the application access to be countersigned by **the Provider** through its owner/manager.

Retention

Bolton Council will retain the Personal Data received from **the Provider** in accordance with appropriate retention schedules, as determined by **Bolton Council's** retention policy (details of applicable retention periods will be supplied to **the Provider** within a reasonable period on written request) or by legislation.

Data Subjects' Rights

Data Subjects have the right to obtain certain information about the processing of their Personal Data through a Subject Access Request. In circumstances where the processing of a Data Subject's Personal Data is not in compliance with Data Protection Legislation. Data

Subjects may also request rectification, erasure or blocking of their Personal Data.

Complaints

Bolton Council and the **Provider** agree that a complaint from a Data Subject or their representative about Personal Data transferred between the parties will be investigated first by the party receiving the complaint.

If policies and procedures relating to and impacted by information sharing need to be reviewed as a result of a complaint or otherwise, the relevant party shall undertake this work in a timely manner and inform the other party of any revisions made to such policies and procedures.

Breaches

Bolton Council and the **Provider** agree that in the event that there is a breach of the Data Protection Legislation or an allegation of a breach of the Data Protection Legislation within a party's organisation, that party shall manage and, where possible, mitigate the breach in accordance with its own reporting and investigation procedures. The party who suffers the breach or who is notified of an alleged breach shall inform the other party of the breach or alleged breach within 2 working days and as soon as reasonably possible that party shall inform the other of all steps taken or to be taken to mitigate and/or contain the breach or alleged breach and prevent a similar incident occurring in the future.

Review

Bolton Council and the **Provider** agree that this Data Sharing Schedule shall be reviewed and amended in writing as and when required and that any amended version shall form part of this Agreement. No amendments shall be made unless ratified by **Bolton Council** and the **Provider**.

Appendix 1
Use of Provider Portal

1. The Provider must adhere to the General Data Protection Regulation (GDPR) and Computer Misuse Act 1990.
2. The Provider must ensure that users linked to the setting on the Provider Portal are regularly monitored and managed to ensure users that have left the setting have been made inactive.
3. The Provider must ensure adequate handover of the Provider Portal is done when recruiting new managers/staff.
4. The Provider must ensure any staff using the Provider Portal have up to date information governance training.
5. The Provider must ensure that only nominated users may access the system and must not share their password under any circumstances.
6. The Provider Portal must only be accessed by users in a secure environment where non-users will not inadvertently view information held on the system. The user will not leave a computer logged on to the system unattended at any time.
7. The Provider must ensure that users will not transfer or disclose data from the Provider Portal to any person other than those authorised.

IN WITNESS whereof the Authority and the **Provider** have executed this Agreement the day and year written at the head of this Agreement

Executed by the Borough Council of Bolton
under the hand of its authorised signatory

……
Authorised signatory

……
Name of signatory (CAPS)

Executed by the **Provider** detailed in Schedule 1 to this Agreement

……
The Provider/Authorised signatory

……
Name of signatory (CAPS)

……

Date

IN WITNESS where of Bolton Council and the Provider have executed this Agreement as a Deed the day and year first before written

Executed as a deed by THE
BOROUGH COUNCIL OF
BOLTON affixing its Common
Seal in the presence of:

Authorised Sealing Officer

Executed as a deed by [name of Provider]
acting by

…….
Director signature

…….
Director/Secretary/Witness signature

…….
Witness Name

…….

…….
Witness Address