Early Childhood Care and Education Programme
General Conditions of Grant Funding Agreement (the “Agreement”)

1. Interpretation.

1.1. “ECCE” means the early childhood care and education programme.

1.2. “The Grant” means the payment(s) made by the Grantor (defined in sub-clause 1.4 below) to the Registered Provider (defined in sub-clause 1.6 below) for the provision of the Pre-School Service (defined in sub-clause 1.5 below) as set out in Appendix 1 of this Agreement. Administration of the pre-school programme shall be the responsibility of Pobal and/or the Grantor. “Pobal” means a company limited by guarantee and a registered charity. Pobal have been appointed as agent of the Minister and acts on the Minister’s behalf in relation to their agreed roles.

1.3. “Capitation Fee” means the amount(s) of money payable by the Grantor to the Registered Provider in respect of the provision of the Pre-School Service to an individual child that has been registered for the ECCE programme.

1.4. “The Grantor” means the Minister for Children and Youth Affairs, including her successor and assigns (the “Minister”).

1.5. “The Pre-School Service” means the service provided by the Registered Provider in accordance with the terms of this Agreement.

1.6. “The Registered Provider” means the service provider who shall be a limited company, a designated activity company, a sole trader, a School Board of Management or a partnership.

2. Pre-Payment Conditions.

2.1. Payment of the Grant or any instalment of the Grant shall be subject to the Registered Provider:

(a) Complying at all times with the terms of this Agreement;

(b) Designating a named bank account to be used in connection with the operation of the Pre-School Service and making any necessary arrangements to enable payment of the Grant or any instalment to be transferred to such by electronic transfer;

(c) being verified as compliant with all National and EU taxation laws by Pobal and/or the Grantor in advance of any due payment date; and

(d) Providing information to the satisfaction of the Grantor on the internal procedures for expenditure and financial control in relation to the Grant pursuant to clause 7 below.

3. Terms and Conditions of Grant.

3.1. The Grant shall be used to provide free pre-school to eligible children attending the Pre-School Service, on the basis of the terms and conditions set out in this Agreement and Appendix 1.
3.2. The Pre-School Service shall be operated by the Registered Provider in accordance with the application for the Grant and in compliance with the terms and conditions of this Agreement. The Registered Provider hereby acknowledges and agrees to comply with the terms and conditions of this Agreement as set out in Appendix 1.

3.3. The Registered Provider shall be a limited company, a designated activity company, a sole trader, a School Board of Management or a partnership.

3.4. The Registered Provider shall notify the Grantor of any change or alteration to the constitution / status or structure or associated contact details of the Registered Provider.

3.5. The Registered Provider shall ensure that the operation of the Pre-School Service is fully and properly documented. Subject to clause 11 below, all reports, records, accounts and other documentation of the Registered Provider relating to the operation of the Pre-School Service and/or the use by the Registered Provider of the Grant shall be maintained and made available for inspection on request, for a minimum of 7 years after the termination or expiry of this Agreement for whatsoever reason. In no circumstances shall any financial documentation be destroyed or otherwise disposed of without the prior written consent of the Grantor.

3.6. The Registered Provider shall comply with all reasonable requests and directions of the Grantor, or representatives or agents of the Grantor, relating directly or indirectly to the use of the Grant in connection with the Pre-School Service.

3.7. The Registered Provider has confirmed its status to the Grantor. The Registered Provider shall comply with all requirements of company law and all and any applicable legislation. The Registered Provider warrants that it has the authority to enter into this Agreement and to carry out its obligations and responsibilities under this Agreement.

3.8. The Registered Provider is not and shall in no circumstances hold itself out as being the servant or agent of the Grantor. The Registered Provider is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Grantor or in any other way to bind the Grantor to the performance, variation, release or discharge of any obligation.

3.9. The employees of the Registered Provider are not, and shall not hold themselves out to be (and shall not be held out by the Registered Provider as being) servants, employees or agents of the Grantor for any purposes whatsoever.

3.10. The Registered Provider shall provide an e-mail address, a contact address and a contact telephone number to be used for communications from the Grantor in relation to the Pre-School Service.

3.11 The Registered Provider shall submit information relating to the operation of the Pre-School Service via the programmes online administration system (the “Programmes Online Administration System”), as directed by the Grantor, or by Pobal.

4. Undertakings and Warranties.

4.1. The Registered Provider agrees to comply with all relevant legal and regulatory requirements, including, without limitation, regulations made under the Child Care Act 1991 (as amended, including by the Child and Family Agency Act 2013), planning legislation, fire safety legislation, employment legislation, the Equal Status Acts 2000 to

4.2. The Registered Provider shall undertake all reasonable and appropriate checks on individuals employed by or otherwise involved with the Registered Provider in relation directly or indirectly to the operation of the Pre-School Service to determine their suitability, including any regulatory or statutory requirements regarding Garda vetting, including but not limited to the provisions of the National Vetting Bureau (Children and Vulnerable Persons) Act 2012. The Registered Provider further warrants that the premises and facilities are suitable for use as a pre-school service and warrants that all regulations and legislation are complied with as well as the ‘Children First National Guidance for the Protection and Welfare of Children’ (“Children First’)) guidelines. The Registered Provider undertakes in the operation of the Pre-School Service to comply with the principles and guidelines comprised within Children First including the requirement to develop local child protection guidance and procedures.

4.3. The Registered Provider warrants that it has obtained and will take all necessary steps to maintain in full force and effect all necessary consents, approvals, authorisations, licences and permissions which are required to enable it to comply with its obligations under this Agreement, including but not limited to being verified as compliant with all National and EU taxation laws by the Grantor and/or Pobal and evidence of the relevant qualifications, as defined in Appendix 1, held by persons delivering the Pre-School Service.

4.4. The Registered Provider warrants that it will provide the Pre-School Service to eligible children, in return for the Grant received from the Grantor. This does not preclude the Registered Provider from providing chargeable services in addition to the Pre-School Service, provided they are offered on an optional basis. Payment of the Grant shall be subject to the Registered Provider verifying compliance with this condition by the provision of a fees list and service calendar to the Programmes Online Administration System, which will be subject to review by the city/county childcare committees (‘CCC’s’).

4.5 The Registered Provider shall ensure that any information relating to the Pre-School Service which is submitted via the Programmes Online Administration System at the direction of the Grantor or Pobal is accurate and that all related documentation is retained by the Registered Provider to allow the accuracy of the information to be checked by servants or agents of the Grantor on request.

4.6. It is an express condition of this Agreement and the Registered Provider so acknowledges and confirms that nothing in this Agreement shall be construed so as to imply or have the effect of the granting by the Grantor of any warranty or assurance whatsoever to the Registered Provider or to any third party whomsoever as to:

4.6.1. Whether or not the Pre-School Service operated by the Registered Provider is of a standard that adequately meets the stated aims and objectives of the Grant Programme;

4.6.2. The competency of the Registered Provider, its staff or agents; or

4.6.3. The stability of any structure, soundness of any materials used or the adequacy of its purpose of any buildings or facility.

4.7 The Registered Provider must be familiar with the contents of the document ‘Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes Information and Frequently Asked Questions’, as well as the ‘ECCE How to Guide for
Service Providers’, both available on Pobal’s website (www.pobal.ie). These documents contain comprehensive details relating to the operation of the ECCE programme. The Registered Provider is required to comply with the administrative procedures outlined in such guides, which may be updated or amended from time to time as deemed necessary by the Grantor. The Grantor and/or Pobal and/or the CCC’s shall notify the Registered Provider of any changes to such guides via email and/or the Programmes Online Administration System. The Registered Provider shall access the Programmes Online Administration System on a regular basis, to ensure they are aware of any changes made to such guides.

4.8 The Registered Provider shall comply with and implement any new policies, guidelines and/or programme governance protocols in relation to the Programme as may be issued by the Grantor from time to time. The Grantor and/or Pobal and/or the CCC’s shall notify the Registered Provider of any such new policies, guidelines and/or programme governance protocols via email and/or the Programmes Online Administration System. The Registered Provider shall access the Programmes Online Administration System on a regular basis, to ensure they are aware of any such new changes made to such policies, guidelines and/or programme governance protocols.

5. Operation of Pre-School Services.

5.1. The Registered Provider agrees to provide a free Pre-School Service in ECCE for qualifying children in their pre-school year which consists of:

(a) 38 weeks of 3 hours per day for 5 days a week (183 days) during the period 22 August 2016 to 30 June 2017; OR

(b) subject to the prior agreement of the Grantor, 41 weeks of 3 hours 30 minutes per day for 4 days a week (157 days) during the period 22 August 2016 to 7 July 2017 (a small number of exceptions have been allowed in the past where, for good reason, it is not possible for a Registered Provider to operate over 5 days. Registered Providers should note that no further such exceptions are allowed. Where an exception has previously been allowed on this basis, the Registered Provider may be allowed to participate in the programme on the basis of providing the pre-school year for 3 hours 30 minutes per day for 4 days per week. In such cases, a Registered Provider shall provide the Pre-School Service over 41 weeks (157 days) and references to 38 week services shall be taken as applicable to such Registered Providers.); OR

(c) Where a Registered Provider is approved by the Grantor for participation in the ECCE programme with effect from a date later than the commencement of the pre-school year, the Registered Provider shall provide a Pre-School Service for qualifying children for 3 hours per day for 5 days a week up to 30 June 2017 whichever has been agreed in advance with the Grantor.

5.2. Where a Pre-School Service is being provided to a child and the service is provided on the basis of an agreement between the Registered Provider and the parent of the child that additional hours of care will also be availed of and paid for, where the parent ceases to pay for the additional hours of care as agreed, a Registered Provider may cease to provide a Pre-School Service to that child. The Registered Provider undertakes to inform parents of this provision prior to children being enrolled in the Pre-School Service.
5.3. Where the Pre-School Service ceases to be provided to a child in the circumstances set out in sub-clause 5.2, or in other exceptional circumstances, any monies paid by the Grantor to the Registered Provider for the provision of the Pre-School Service for a period beyond the date of cessation shall be returned to the Grantor.

5.4. Where the Pre-School Service ceases to be provided to a child because the parent has exercised the right to remove the child from the Pre-School Service for any reason, monies paid in excess of the monies due to that child by the Grantor to the Registered Provider for the provision of the Pre-School Service shall be returned to the Grantor in accordance with the ‘Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes Information and Frequently Asked Questions’ as well as the ‘ECCE How to Guide for Service Providers’, both available on Pobal’s website (www.pobal.ie).

5.5. This Agreement shall not affect any other agreements which may already be in place between the Registered Provider and the Grantor/Pobal in respect of capital funding.

6. Payment Terms.

6.1. Subject to the provisions of sub-clause 6.4, payment of the Grant will be made by the Grantor and / or Pobal in such instalments as may be determined by the Grantor.

6.2. Where the Registered Provider receives the Grant as a result of the provision of the Pre-School Service to a child qualifying under this Agreement, it may not simultaneously and in respect of the same time of day receive grant monies for the provision of a service to that child under an agreement in respect of the community childcare subvention ("CCS") programme, the community childcare subvention (private) programme ("CCSP"), the training and employment childcare ("TEC") programmes, or any other childcare programme administered by the Grantor.

6.3. Where the Registered Provider is in receipt of the Grant under this Agreement, an agreement in respect of the TEC programme, or an agreement in respect of any other childcare programme which may be specified, and is also in receipt of grant monies determined on a notional basis under an agreement in respect of the CCS programme, the Grant payable to the Registered Provider under this Agreement and under the TEC programme shall be taken into account when making payment of such notional grant monies.

6.4. Whenever under this or any other Agreement in respect of the childcare programmes referred to in sub-clause 6.2 above any sum of money is recoverable from or payable by the Registered Provider (including any overpayment or sum which the Registered Provider is liable to pay to the Grantor in respect of any breach of this Agreement or any other agreement in respect of the childcare programmes referred to above in sub-clause 6.2), the Grantor has the right to deduct that sum from the Grant then due to the Registered Provider in respect of this Agreement. Notwithstanding any provision, whether express or implied in this Agreement, the Grantor is entitled to set-off any amount due or owing by it under this Agreement against any and all amounts owed by the Registered Provider to the Grantor howsoever arising.

7. Access and Reporting Requirements.

7.1. The Registered Provider agrees to maintain up to date child registration information on the Programmes Online Administration System in compliance with the ‘Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes Information and Frequently Asked Questions’ as well as the ‘ECCE How to Guide for Service Providers’, both available on Pobal’s website (www.pobal.ie).
Children and Youth Affairs (DCYA) Childcare Funding Programmes Information and Frequently Asked Questions', the ‘ECCE How to Guide for Service Providers’ and any additional requirements of the Programmes Online Administration System.

7.2. The Registered Provider shall within its accounting records separately record all monies received relating directly or indirectly to the operation of the Pre-School Service.

7.3. Where the Registered Provider is in receipt of funding from other State bodies, or from organisations which are in receipt of State funding, it must inform the bodies or organisations in question of all monies paid to it by or on behalf of the Grantor under this Agreement.

7.4. The Registered Provider shall ensure that all financial records relating to monies received and monies expended in relation to the operation of the Pre-School Service are available to the Grantor, or representatives or agents of the Grantor, on request. Annual accounts shall be prepared and be available to the Grantor on request within four months (or such later date, if any, as may be agreed) of the end of the Registered Provider’s financial year.

8. Right of Verification and Audits.

8.1 The Registered Provider shall permit representatives and agents of the Grantor to attend at the premises of the Registered Provider and shall permit access to the Registered Provider’s premises and personnel for the purposes of inspection and audits. These shall include but not be limited to inspections and audits carried out by the early years (pre-school) inspectorate, the inspectorate of the Department of Education and Skills, Pobal and any other applicable verification, audit and/or inspection that may be provided for by law. The Registered Provider shall allow access to relevant financial and other records for this purpose, and shall facilitate and co-operate with inspections and audits as required.

8.2 Verification, audit and other inspections, including education-focused inspections, may be carried out without prior notice being given to the Registered Provider.

8.3 Relevant records must be available at all times on-site for inspection and the Registered Provider shall allow such records to be taken off-site for the purposes of conducting such inspections and audits.

9. Term and Termination.

9.1. This Agreement shall cover the period 22 August 2016 to no later than 30 June 2017, or, where appropriate subject to sub-clause 5.1(b), 22 August 2016 to 07 July 2017 of Pre-School Service provision agreed between the Registered Provider and the Grantor which shall constitute “the Term”. The Agreement may be extended or entered into electronically and the Registered Provider shall be required to electronically confirm and accept the terms and conditions of this Agreement.

9.2. Nothing in this Agreement shall be construed as imposing any obligation on the Grantor to provide financial assistance of any nature to the Registered Provider after the Term. Save as is expressly provided for in this Agreement the Grantor shall have no financial or other obligations to the Registered Provider or to any other party whatsoever.

9.3. The Grantor shall be entitled at any time during the Term to terminate this Agreement immediately if any one or more of the following events occur:
(a) the Registered Provider, its employees, agents or any third party acting on behalf of
the Registered Provider knowingly makes a false or misleading statement, or fails to
dislose information in the course of its application (i) for the Grant or (ii) for any payment
thereof, or in the provision of any information or documentation in relation to its
obligations under this Agreement;

(b) If an order is made or an effective resolution is passed for the winding up of the
Registered Provider;

(c) If a receiver, examiner or administrator is appointed over any of the property or assets
of the Registered Provider;

(d) If the Registered Provider shall commit a breach of any term or condition of this
Agreement and, if such breach is capable of remedy, shall not have remedied it within 30
days after written notification thereof has been served on the Registered Provider;

(e) If a distress or execution is levied or served upon any of the property or assets of the
Registered Provider and is not paid off within 30 days;

(f) If the Registered Provider shall cease or threaten to cease to operate all or a
substantial part of the Pre-School Service; or

(g) If any other event occurs which the Grantor in its absolute discretion considers might
or does materially adversely affect the ability of the Registered Provider to operate the
Pre-School Service and/or to comply with its obligations under this Agreement.

9.4. On termination of this Agreement, the Registered Provider shall repay to the Grantor
on demand all, or at the absolute discretion of the Grantor, a portion of, sums received in
respect of the Grant and in the event of default on such repayment, such sums shall be
recoverable from the Registered Provider as a simple contract debt.

9.5. Termination of this Agreement shall not affect any antecedent and accrued rights,
obligations or liabilities of either party, nor shall it affect any provision of this Agreement
which is expressly or by implication intended to come into or continue in force on or after
such termination.

9.6. The Registered Provider shall pay all legal and other costs, charges and expenses
incurred by the Grantor in enforcing or endeavouring to enforce the repayment of any
monies and/or compliance by the Registered Provider with its obligations hereunder.

9.7. Subject to the provisions of sub-clause 9.3, this Agreement may be terminated by
either party by serving 3 months written notice to the other party. For greater certainty,
neither party shall be entitled to any additional amounts or compensation in the event that
this Agreement is terminated in accordance with this sub-clause.

10. Insurance and Indemnity.

10.1. The Registered Provider shall for the duration of this Agreement effect and maintain
any necessary employer’s liability insurance, public liability insurance adequate and
necessary to operate and deliver the Pre-School Service, to operate its business and
cover all liabilities of the Registered Provider arising in relation to the Pre-School Service
and pursuant to this Agreement.
10.2. The Grantor shall have no liability in respect of any actions, proceedings and costs, claims, demands and liabilities whatsoever, arising directly or indirectly, from any act or omission of the Registered Provider, its employees, servants or agents in connection with the Pre-School Service or any breach of this Agreement and the Registered Provider shall indemnify the Grantor in regard to any such actions.


11.1. The Freedom of Information Act 2014 applies to this Agreement.

11.2. The Registered Provider agrees to maintain compliance with the Data Protection Acts 1988 and 2003 and other relevant statutory provisions and guidance that may be issued by the Data Protection Commissioner for Ireland from time to time and will comply with all obligations at law.


12.1. If and to the extent that either party (the "Affected Party") is hindered or prevented by circumstances not within its reasonable ability to control, including but not limited to, acts of God, inclement weather, flood, lightning, fire, trade disputes, strikes, lockouts, acts of terrorism, war, military operations, acts or omissions of third parties for whom the Affected Party is not responsible ("Force Majeure") from performing any of its obligations under this Agreement, the Affected Party shall be relieved of liability for failure to perform such obligations.

12.2. The Affected Party shall promptly notify the other party of the estimated extent and duration of such inability to perform its obligations and upon the cessation of the event of Force Majeure the Affected Party shall notify the other party of such cessation.

12.3. In the event Force Majeure continues for more than 45 days then either party shall have the right to terminate this Agreement on written notice to the other party.


13.1. This Agreement is personal to the Registered Provider who shall not be entitled to assign or transfer the benefit of it, or the obligations arising from it, to any other party.

13.2. The Registered Provider shall not be entitled to sub-contract any of its obligations under this Agreement and shall remain primarily responsible for their performance.

13.3. The Registered Provider shall be entitled to sub-contract services which are additional to its obligations under this Agreement, including where these are provided as additional optional services within the Pre-School Service, provided the Registered Provider continues to meet its obligations in respect of the Pre-School Service under this Agreement.


14.1. Nothing in this Agreement shall constitute a partnership or joint venture or establish a relationship of agency between the parties.
14.2. This Agreement may only be varied by an instrument in writing signed by or on behalf of both parties, or electronically if so requested by the Grantor by acceptance by the Registered Provider of the terms and conditions (as varied) of the Agreement.

14.3. A failure or delay by the Grantor to exercise any right or remedy under this Agreement shall not in any way be construed as a waiver of the Agreement.

14.4. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

14.5. In the event that any provision of this Agreement shall be determined to be partially void or unenforceable by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only. The validity and enforceability of any of the other provisions of this Agreement shall not be affected.

14.6. This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereto expressly and irrevocably submit to the jurisdiction of the Irish Courts.
APPENDIX 1

General Terms and Conditions governing participation in the ECCE Programme

1. The Registered Provider must have access to facilities that enable the Registered Provider to conduct business online and a dedicated Programmes Online Administration System user account in order to participate in the ECCE programme. The Registered Provider shall administer the programme via the Programmes Online Administration System. The Registered Provider shall access Pobal’s website (www.pobal.ie) to ensure that they are familiar with the most up to date ‘Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes Information and Frequently Asked Questions’ as well as the ‘ECCE How to Guide for Service Providers’.

2. The Registered Provider must have an agreed contract with the Minister for Children and Youth Affairs and be registered with the Child and Family Agency as a pre-school service and be compliant with Regulations made under Part VIIA of the Child Care Act 1991 (as amended, including by the Child and Family Agency Act 2013).

3. Administration of the ECCE programme shall be the responsibility of the Grantor and/or Pobal.

4. The Registered Provider must be trading as a limited company, designated activity company, sole trader, a School Board of Management or a partnership. The Registered Provider must demonstrate tax compliance by providing their tax reference number together with their tax clearance access number. By supplying these numbers the Registered Provider acknowledges and agrees that Pobal and/or the Grantor has the permission of the Registered Provider to verify its tax cleared position online prior to entering into contract.

5. The Registered Provider must provide an e-mail address to be used for communications from the Grantor or Pobal in relation to the Pre-School Service. The Grantor and Pobal reserve the right to communicate important information, including information relating to payments, by way of e-mail. The Registered Provider must communicate all information relating to this Agreement electronically, or as directed by the Grantor or Pobal.

6. Where the Registered Provider’s home address is different to the facility address, both addresses must be provided. Where the Registered Provider is a limited company or a designated activity company, the business address must be provided. A contact telephone number, at which the Registered Provider can be contacted during working hours, must also be provided.

7. The Registered Provider must use the Grant to provide a free pre-school year in Early Childhood Care and Education, as provided for under the terms and conditions of this Agreement to all qualifying children in return for the Grant paid to the Registered Provider by the Grantor.

8. Participating children can be registered for the ECCE Programme once they are more than 3 years of age (at one of the three eligibility points) and will be aged not more than 5 years and 6 months at the end of the pre-school year. From September 2016 there will be three eligibility points in the programme year - September 2016, January 2017 and April 2017. All children born between 1 January 2012 and 31 August 2013 are eligible from the beginning of the Term. From January 2017, children born between 1 January 2012 and 31 December 2013 will be eligible for registration on the ECCE Programme.
From April 2017, children born between 1 January 2012 and 31 March 2014 will be eligible for registration on the ECCE Programme.

9. Exceptions to the upper age limit will be allowed where the child has been assessed by the HSE, or a treating consultant, as having special needs which will delay their entry to school. Applications for such exemptions are to be submitted in writing in advance to the Grantor for approval.

10. The Registered Provider shall have a minimum enrolment of 8 children in their pre-school year. Subject to compliance with all other contractual requirements, exceptions will be considered by the Grantor in the case of:

   a) Registered Providers who have an enrolment of at least 8 children but, for good reason, only 3 or more are in their pre-school year and the remainder will be eligible for a pre-school year in the following year;

   b) smaller Registered Providers which are considered appropriate settings for delivery of the pre-school year but, for good reason, have an enrolment of not fewer than 5 children in their pre-school year; and

   c) a service that has an ECCE room that is full but has children eligible for ECCE in a room that is an appropriate setting for the delivery of the pre-school year but which has an enrolment of not fewer than 5 children between 2½ and 6 years - subject to the requirement that ECCE staff qualification criteria are met.

11. The Registered Provider must provide an appropriate educational programme for children in their pre-school year which adheres to the principles of Síolta, the Childcare Quality Framework (www.siolta.ie), and Aistear, the ‘Early Childhood Curriculum Framework’ (www.ncca.ie). The Registered Provider will be supported in meeting this requirement through the assistance of the ‘National Early Years Quality Support Service’ quality development service mentors, and/or their local CCC. The Registered Provider must facilitate visits and advice from the ‘Early Years Specialists’ and/or staff of the local CCC.

12. Where a pre-school year caters for not more than 11 children, it must be delivered by a pre-school leader. Where a pre-school year caters for between 12 and 22 children, it must be delivered by a pre-school leader assisted by a childcare worker.

13. From September 2015, in the case of new Registered Providers, or 31st December 2016 in the case of pre-existing Registered Providers, the Registered Provider shall ensure that the pre-school leaders in ALL Pre-School Services participating in the ECCE programme must at a minimum hold a level 6 qualification on the National Framework of Qualifications (“NFQ”) in the specialisation of childcare/early education or an equivalent nationally-recognised qualification or higher award, as set on the published list of Grantor ‘Early Years Recognised Qualifications’, or must otherwise be deemed eligible by the Grantor. The published list of Grantor ‘Early Years Recognised Qualifications’ is available on the Department’s website (www.dcyg.gov.ie). The Registered Provider shall ensure that all staff working with children in the Pre-School Service at a minimum hold a level 5 qualification on the NFQ in the specialisation of childcare/early education or an equivalent nationally-recognised qualification or a higher award, as set on the published list of Grantor ‘Early Years Recognised Qualifications’, or must otherwise be deemed eligible by the Grantor.

14. The Registered Provider will be paid a capitation fee for each eligible child enrolled and attending the Pre-School Service. The capitation fee will be of such amount as may be determined by the Grantor from time to time. The capitation fee effective from 22 August
2016 will be equivalent to €64.50 per week. To allow for the annual ECCE capitation to be paid to a 41 week service, the weekly capitation rate will be €59.78.

15. A higher capitation fee, equivalent to €10.50 per week, shall be payable to the Registered Provider for the number of children allowable in any designated ECCE room (as per the adult: child ratios and minimum space requirements detailed in the Childcare Act 1991 (Early Years Services) Regulations 2016), where the pre-school leader holds a qualification recognised as meeting the contract requirements for ECCE (“Higher Cap”) minimum of Level 7 on the NFQ or equivalent as set out on the published list of Grantor ‘Early Years Recognised Qualifications’, or must otherwise be deemed eligible by the Grantor, and have a minimum of 3 years’ experience working in early years education and care. To allow for the annual ECCE capitation to be paid to 41 week services deemed eligible for higher capitation their weekly capitation rate will be €9.73 per week for 41 weeks.

16. Participation in the ECCE programme is on the following basis:

The Registered Provider shall provide a Pre-School Service for 3 hours per day, five days a week for 38 weeks (183 days) per year, in return for a capitation fee of €64.50 per week.

17. In all cases, the Registered Provider must operate the relevant Pre-School Service free to parents in return for the applicable capitation fee, and parents shall be given access to the Pre-School Service where their child only attends the pre-school element of the service. However, the Registered Provider may charge parents for optional additions as follows:

- Hours which are additional to the free Pre-School Service requirement. In the case of a full or part-time service, the Registered Provider will offer additional hours to the pre-school provision which they will charge for. In the case of a sessional Registered Provider, an additional 30 minutes per day may be offered as an optional addition which can be charged for; and/or

- Optional additional services may also take the form of various once-off or on-going activities or services such as outings, specific teaching resources such as dance, music, and food, but shall not include activities which would generally be regarded as a normal part of a pre-school service, e.g. general arts and crafts activities.

18. The Registered Provider must ensure that parents are informed that their agreement to additional hours or to any optional charge is not compulsory and that agreement is not a condition of initial or continued enrolment. Appropriate programme-based activities must be provided to children not participating in an optional activity where this takes place during the required period of pre-school provision. Booking deposits may be taken from parents provided such booking deposits are no more than four times the weekly capitation fee applicable to the Pre-School Service and provided such booking deposits are repaid to parents once the child’s registration has been approved on the Programmes Online Administration System.

19. The Registered Provider’s fees list, service calendar, and copies of any letters or other communications issued to parents which relate to the operation of the Pre-School Service, including information relating to deposits and optional additional charges, must be displayed at all times in an area accessible by parents.

20. All places provided under the ECCE programme by the Registered Provider must meet the requirements in terms of length per day, days per week and weeks per year. It is not mandatory that children attend every day but Registered Providers shall prioritise places...
for children where parents indicate a greater level of attendance. However, where a child is enrolled on the ECCE programme for fewer than 5 days, the Registered Provider will be paid a pro-rata capitation fee in respect of that child.

21. The Registered Provider shall complete all contractual requirements and be contracted by the Grantor by 22 August 2016. A later date may be permitted where the Grantor deems it appropriate.

22. The Registered Provider shall submit a fees list and service calendar to the Programmes Online Administration System by 16 September 2016 which demonstrates that, where children attend for more than the minimum hours, the capitation fee is used in full to reduce the fee charged to parents for additional hours.