

# **Little VIPs at Lowther Endowed School**

## **TERMS AND CONDITIONS**

**In force 1<sup>st</sup> April 2025 until further notice**



### **1. Our Terms and Conditions**

1.1 This document and the terms and conditions within it govern the basis on which Little VIPs at Lowther Endowed School (referred to here as 'we') agree to provide childcare services to parent(s)/guardian(s) (referred to as 'you'). By accepting a place with us you are deemed to have agreed to and accepted our Terms and Conditions. We have a range of policies and procedures in place governing aspects of our daycare such as Child Protection and Safeguarding, Health and Safety, administering medication and first aid, sleeping and feeding. These are available on the Nursery page of the School website <https://www.lowther.cumbria.sch.uk> or on request from the Nursery Manager.

1.2 We may from time to time alter our Terms and Conditions, opening hours or fees and we will normally provide you with one month's notice of any change.

### **2. About us**

2.1 Little VIPs at Lowther Endowed School is operated by Lowther Endowed School as a governor led nursery. We opened on 1<sup>st</sup> July 2024, having taken over the existing business previously operated from the School House.

2.2 Our Early Years Ofsted Registration Number is: 2791518, registered at:

Little VIPs Daycare  
Lowther Endowed Primary School  
Hackthorpe  
Penrith  
CA10 2HT

### **2.3 Who's who at Little VIPs**

As a governor led nursery we will always have a structure which includes the Governing Body and the Headteacher or Exec Headteacher who has delegated responsibility for the School and Little VIPs. As at 1<sup>st</sup> April 2025 our Management Structure is:

Overall responsibility for the operation of Little VIPs:  
Nursery Manager:  
Assistant Manager Butterflies and Bees:  
Assistant Manager Red Squirrels:  
Finance and Admin Officer:  
Nominated Person for Ofsted:

Michelle Clark, Executive Headteacher  
Hayley Fassam  
Hayley Greenhow  
Chrissy Byrne  
Becci Cook  
Cecilia Emery, Chair of Governors

### **3. Applications for a place at Little VIPs**

3.1 All application enquiries must be made firstly on the form available from our website:

<https://www.lowther.cumbria.sch.uk/enquiry-form-link-to-our-famly-app/>

Once we have received your enquiry we will contact you to talk about your requirements and if agreed we will work with you to register your child with us.

Only a parent/guardian with parental responsibility for a child can register that child for a childcare place with us. We will ask to see your child's birth certificate, or other relevant documentation, to confirm that you have parental responsibility for the child, and we will also require you to complete in full our application forms as part of our registration process. You must inform us if your child is the subject of a court order and provide us with a copy of the order on request.

3.2 You must provide at least two emergency contacts for your child and inform us immediately if any of your contact details change.

3.3 All applications requiring government subsidised childcare places must be accompanied with a valid code which we will verify prior to confirming your place. In order to verify the code you will be asked to provide details such as the National Insurance number and date of birth of the person applying for funding and of all parents/guardians with parental responsibility for that child.

3.4 We offer settling in sessions prior to the start date and these will be arranged with the Nursery Manager.

3.5 We use the secure FamlyApp to store your details, to record activities for your child throughout their day with us and to administer your bookings and invoices. You must have a valid email address in order to use FamlyApp and must login regularly to see important updates about your child and to keep your details up to date.

3.6 We may withdraw the offer of a place prior to the agreed start date, if, in our opinion we cannot meet the needs of the child or if our circumstances mean that we do not have sufficient staffing in place for ensure the safety and well-being of every child. If this is the case we will inform you and offer you a later start date.

#### **4. Our Sessions**

4.1 We are open 51 weeks of the year from 8am – 6pm each week day with the exception of bank and public holidays when we will be closed, and closure days over Christmas/New Year which we notify in advance. We offer full day care or sessional care for children from 9 months to school age in a combination of the following sessions:

Full Day	10 hours	8am – 6pm
Early Short Day	7 hours	8am – 3pm
Short Day	7 hours	9am – 4pm
Morning	4.5 hours	8.30am – 1pm
Afternoon*	4.5 hours	1.15pm – 5.45pm

*\*We are no longer taking new bookings for afternoons only. This is to protect the quiet time for babies and toddlers by avoiding arrivals in the period immediately after lunch and to avoid older children arriving mid-way through an activity. Parents with current afternoon bookings may continue with their current arrangements.*

We will consider children under 9 months on a case by case basis depending on staffing, capacity and booking patterns.

4.2 Part-time sessions can be a combination of different days and different mornings. We take minimum bookings of 2 full days per week or the equivalent. This will apply to all new bookings.

4.3 Single, occasional extra hours in addition to the booked sessions will be accommodated where we are able to do so and will be charged at the agreed Extra Hours rate. Extra hours regularly added to a short day or half day session will require a request to change the booking pattern. We do not operate booking patterns outside of Full Day, Early Short Day, Short Day, Morning or Afternoon sessions.

4.4 Sessions are booked in advance prior to starting and will be fixed and chargeable monthly in advance. We require a clear month's notice for a change to the booked session pattern which will take effect at the start of the next calendar month following the notice period.

4.5 Parents working defined shift patterns where bookings may vary from week to week should discuss their requirements with the Nursery Manager. We will try to accommodate variations in these cases where sufficient prior notice has been given and we have availability.

4.6 On occasion you may wish to do a one off swap of your booked days, these will be considered on a case by case basis and will be subject to availability. No swaps will be permitted from a public bank holiday to any other day under any circumstances.

4.7 You may drop off and collect your child at any time between the start and end times of your booked sessions. However you will be charged for each booked session in full regardless of the drop off or collection times.

4.8 We also offer a limited number of term time only places. Term time only patterns must be discussed with and agreed by the Nursery Manager.

## **5. Fees and Invoicing**

5.1 We will invoice calendar monthly in advance.

5.2 Invoices are based on a combination of booked sessions, extra hours and other chargeable items, applying Government funding where appropriate. School Meals do not appear on your invoice as they are booked and paid for directly through your School Money Account.

5.3 Invoices are emailed out to the nominated bill payer via FamlyApp using the registered email address supplied by you.

5.4 All invoices must be settled in full by 20<sup>th</sup> of the month (unless we expressly allow a later date) either by making a payment through School Money or by transferring funds from your Tax Free Childcare account or childcare voucher scheme or a combination of these.

5.5 Late payments will incur a fee equivalent to 5% of the outstanding amount and the late fee will be added to the next invoice.

5.6 Payments outstanding for two months or more may result in you losing your place at Little VIPs and we will take action to recover the debt.

5.7 Midday meals during term time are supplied by the school chef and must be booked in advance and paid for through School Money.

5.8 Where a third party, such as DWP, has agreed to cover part of your childcare costs, we will need to see written confirmation of this arrangement direct from the third party. In all cases it is your responsibility to settle your account with us and claim any funds back from a third party.

5.9 Monthly fees may vary according to booked sessions, number of days in the month and Government Funding due.

5.10 Full fees are payable from the agreed start date. If you decide to delay your child's start date, fees are still payable from the original agreed start date.

### **Discounts**

5.11 A discount of 5% will be applied to the second and additional sibling when booking the same sessions, subject to a minimum booking of three full days per week per child.

5.12 A discount of 5% will be applied to a full year booking of 5 full days per week – this discount may not be used with the sibling discount.

5.13 Discounts do not apply to part of bookings which are eligible for government funding.

## **6. Government Funding**

6.1 We are registered with Westmorland and Furness Council to operate annually stretched 15 hour and 30 hour Government subsidised places for children from 9 months, 2 year olds, and 3-4 year olds subject to parents meeting the government eligibility criteria.

6.2 Parents must provide a funding code and both their National Insurance numbers for all categories of government funding other than the 15 hours universal offer for 3-4 year olds. We will not apply government funding to your invoice without a valid code. Funding cannot be applied to bookings retrospectively.

6.3 It is parents' responsibility to verify their codes at least every 3 months as a condition of continued eligibility. Any difficulties with verifying codes must be discussed with Becci Cook, our Finance and Admin Officer, as soon as an issue is identified.

6.4 We offer shared funding places between two settings subject to our minimum session requirements being met. Parents must notify us giving at least one clear month's notice of their intention to share funding with other provider so that we can agree the funding split with the other provider.

6.5 We make provision for your funded place in full when planning our staffing and resources. We do not refund unused hours or parts of hours if your child is absent.

6.7 Full Year Daycare applies to all bookings other than Term Time only bookings and covers 12 calendar months and every week that we are open.

6.8 We stretch the Government funding over the weeks we are open throughout the year.

### **Term Time Only bookings**

6.9 We offer a small number of Term Time only bookings which have up to either 15 or 30 hours of government funding provided for 38 weeks per year during school term time only. Any hours booked exceeding your allocated weekly funding will be chargeable at our agreed rates. Requests for childcare places during school holidays will be approved subject to availability and **will be charged at the full rate with no funding applied**.

## **7. Absences and Holidays**

7.1 Absences due to sickness are chargeable at the normal rate with funding applied if appropriate. We ask all parents and carers to notify us prior to the start of the session if a child will not be attending due to illness. Unexplained absences will be followed up under our Absent Children policy. Any child who is absent for 2 weeks or more without providing us with a reason shall be deemed to have withdrawn from Little VIPs. Fees will be due for the two weeks and future sessions will be terminated.

7.2 Our policy is to allow one full week holiday per child where we will not charge fees over and above the government funded hours. Holidays must be notified and booked in advance giving one month's notice to Becci Cook, Finance and Admin Officer.

## **8. Meals, snacks and drinks**

8.1 Any food we prepare on site, including School Meals, snacks and drinks, is provided in line with the School Food Standards and meets the nutritional standards and recommendations for under 5's. We prepare and serve food in an age-appropriate way, having regard to portion size, balanced diet and nutritional needs. We will always work with you to provide tasty and appetizing food which enables children to try a wide variety of food.

8.2 We serve water or milk. No other drinks are allowed or served to children.

8.3 Food and drinks supplied by parents **MUST NOT** contain nuts. Staff will check packed lunches and any items thought to contain nuts will be removed and you will be informed. We will ensure that any child in this situation is supplied with alternative food and/or drinks for the day.

8.4 Allergies and specific dietary requirements are accommodated. You are required to notify us immediately if you suspect your child may be allergic to a particular food or substance and seek medical advice as to the cause. This does not include instances where your child may dislike a certain food type. You must keep us updated on all cases where allergies or intolerances are suspected.

8.5 Midday meals for children over the age of 1 year are bookable and charged through the school money platform. All other snacks and drinks are supplied by Little VIPs and are included in the session costs where appropriate.

## **9. Nappies**

9.1 Parents are asked to provide supplies of their preferred nappies and additional nappy changing materials when required. These will be stored separately for each child.

## **10. Mobile Phones and Imaging Devices**

10.1 To ensure the safety and wellbeing of all children who attend Little VIPs we ask parents to refrain from using a mobile phone or imaging device whilst in our setting. Should you be on your personal mobile phone or other imaging device as you arrive at the nursery can we please ask that you conclude your phone call before entering the premises and do not use this again until you have left the nursery.

## **11. Nursery Closure**

11.1 Little VIPs is closed on Public and Bank Holidays

11.2 We will review our closure times each year in advance of the start of the Autumn Term.

11.3 If we are forced to close or we take the decision to close due to events or circumstances which are outside our control, which may include but is not limited to, staff shortages, children's illness, staff illness, building hazards or any other reason where we consider it to be unsafe to open, outside of our closure days, for a period up to and including three days, we shall be under no obligation to provide alternative childcare facilities to you and we will be under no obligation to refund fees.

11.4 If the closure exceeds 3 days in duration (excluding any days when the nursery would otherwise be closed), we will credit you for payments you have already made relating to the bookings made in excess of 3 days. In these circumstances we shall be under no obligation to provide alternative childcare facilities to you.

## **12. Personal Property**

12.1 We do not accept responsibility for loss of or damage to personal property brought on to the premises by children or parents. Please ensure that belonging, including clothing are clearly marked with the child's name.

## **13. Employment or Solicitation of Staff**

13.1 If, during this childcare contract and for a period of 6 months after the termination of this contract, you (directly or indirectly) employ or otherwise engage the services of any member of our staff under this agreement then you will be liable to pay and you will be invoiced a fee of £2,000.00 as payment to us recruiting and training a suitable replacement member of staff.

## **14. Customer Satisfaction**

14.1 Customer satisfaction is of paramount importance to us and any concerns/complaints will be investigated and actioned where appropriate. If you have a concern or complaint about our business please speak to Hayley Fassam, Nursery Manager, or alternatively you can email through FamilyApp. If you have any concerns regarding the day to day care we provide, please discuss these with your child's key person in the first instance. If these concerns have not been resolved to your satisfaction please contact Hayley Fassam, Nursery Manager. We try to resolve all concerns at the earliest opportunity, however, if agreement cannot be reached to the satisfaction of all parties we will refer the matter through our formal Complaints Policy.

## 15. Termination of the agreement

15.1 You may end this Agreement at any time, giving us at least one month's clear notice by completing the 'Notification of Leaving Date' form. You may end this Agreement if we have breached any of our obligations under this Agreement and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention.

15.2 In the event that we deem it necessary to terminate your child's place with us having exhausted all other options, we will inform you in writing, this may be with immediate effect. We may immediately end this Agreement if:

- You have failed to pay your fees;
- You have breached any of your obligations under this Agreement and you have not or cannot put right that breach within a reasonable period of time after we have drawn it to your attention; or
- You behave unacceptably, as we do not tolerate any physical, verbal or online abuse or threats towards staff.

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This form must be signed by the parent prior to the child starting Little VIPs

I have read and agree to the Terms and Conditions as set out in this document.

Name:

Signature:

Date:

## How to Contact us

All our contact details are available through FamlyApp.

For any matter concerning your child's care at Little VIPs, please speak to your key person in the first instance. Your key person may ask for the Nursery Manager to contact you.

For any matter relating to your booking pattern, charges or Terms and Conditions please refer these to Becci Cook.

Hayley Fassam – Nursery Manager

[hayley.fassam@lowther.cumbria.sch.uk](mailto:hayley.fassam@lowther.cumbria.sch.uk)

Becci Cook – Finance and Admin Officer

[becci.cook@lowther.cumbria.sch.uk](mailto:becci.cook@lowther.cumbria.sch.uk)