

Little VIPs at Lowther Endowed School

TERMS AND CONDITIONS

In force 1st April 2026 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 day-care 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/policies-procedures> 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 1st 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 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 who has delegated responsibility for the School and Little VIPs. As at 2nd February 2026 our Management Structure is:

Overall responsibility for the operation of Little VIPs:	Michelle Clark, Headteacher
Nursery Manager:	Hayley Fassam
Assistant Manager Butterflies and Bees:	Hayley Greenhow
Assistant Manager Red Squirrels:	Chrissy Byrne
Finance and Admin Officer:	Becci Cook
Nominated Person for Ofsted:	Michelle Clark, Headteacher

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>

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 three 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. Any settling-in session where a parent or carer leaves the premises will be considered chargeable time and will be billed at the hourly rate.

3.5 We use the secure FamilyApp 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 FamilyApp 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 to 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
Middle Short day	7 hours	8:30am - 3:30pm
Short Day	7 hours	9am – 4pm

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

4.2 We take minimum bookings of 2 full days per week. 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 will require a request to change the booking pattern. We do not operate booking patterns outside of Full Day, Early Short Day, Middle Short Day and Short Day.

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 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 time.

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 SchoolMoney Account.

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

5.4 All invoices must be settled in full by 20th of the month (unless we expressly allow a later date) either by making a payment through SchoolMoney 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 SchoolMoney.

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.

Deposit

5.14 If a place is offered to your child(ren), a £100 deposit (per child) is required to secure it. The deposit will be held until two invoices have been paid in full and cleared, at which point it will be credited accordingly. Please note that the deposit is non-refundable if a place has been offered and you subsequently decide that you no longer require it.

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 and dates of birth 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.

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 EYFS Attendance policy (<https://www.lowther.cumbria.sch.uk/attachments/documents.asp?id=58>). 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 (September – August) where we will not charge fees over and above the government funded hours. Holidays must be notified and booked in advance giving one months' 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, are 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 SchoolMoney 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 During this childcare contract and for a period of six months following its termination, families must not knowingly solicit or encourage any member of nursery staff to leave their employment with the nursery for the purpose of working privately for them.

13.2 This restriction does not apply where a staff member has independently left the nursery's employment and sought work without any prior solicitation by the family.

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 Michelle Clark, headteacher or 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:

https://www.lowther.cumbria.sch.uk/site/data/files/migrated/policies/lowther-endowed-complaints-procedure_feb-24.pdf).

15. Termination of the agreement

15.1 You may terminate this Agreement at any time by providing a minimum of one month's written notice by email to the Nursery Manager, Hayley Fassam. You may also terminate this Agreement immediately if we are in breach of our obligations under this Agreement and have failed, or are unable, to remedy that breach within a reasonable period after you have notified us in writing.

15.2 In exceptional circumstances, and only after all reasonable alternatives have been explored, we reserve the right to terminate your child's place at the nursery. We will notify you in writing and, where necessary, termination may take effect immediately.

15.3 We may terminate this Agreement with immediate effect if:

- You breach any of your obligations under this Agreement and fail, or are unable, to remedy the breach within a reasonable period after it has been brought to your attention; or
- Your behaviour, or that of anyone acting on your behalf, is unacceptable. We do not tolerate physical, verbal, or online abuse, harassment, or threats towards staff.

This form must signed by the parent/guardian prior to the child(ren) 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 FamilyApp.

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.

Michelle Clark
Hayley Fassam
Becci Cook

Headteacher
Nursery Manager
Finance and Admin Officer

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