



# MONTESSORI GARDEN Nursery School

## TERMS & CONDITIONS

June 2020

*Please note these Terms and Conditions (the "Terms" or "contract") come into effect from the date we receive your Registration Form (or from the 1 September 2020 for existing parents). These Terms supersede all previous Terms and Conditions.*

**1. Contract:** a legally binding Contract will be created on these Terms on return of the completed Registration Form and/or signing here below. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms.

**2. Definitions:** "the Setting" is henceforth Montessori Garden Dowdney Close Limited or any other person or legal entity superseding the former, trading as Montessori Garden Nursery School, located at 7 Dowdney Close, London NW5 2BP shall be referred to as the "Setting"; "Parents" includes the child's parents, guardians and/or any other person who has signed the Registration Form and/or who has accepted responsibility for the Child's attendance at the Setting. "You" refers to Parents.

**3. Opening hours:** The Setting is open from 8.00 am - 6.00 pm Monday to Friday, 10 hrs per day and five days per week, except for Bank Holidays, INSET days and two weeks over the Summer and/or Christmas closure period. Structure of the days, and opening times and days may reasonably change at one month's notice. You agree to keep up to date with the Setting's calendar on the website and/or ask the Manager-in-Charge for the calendar year's schedule.

### 4. Bookings:

- It is a condition of any booking that the child's Parents agree to these Terms. Please read carefully and make sure you accept all the terms herein before submitting your application form, which makes reference to these Terms and constitutes acceptance of these Terms. Your continued use of our services constitute acceptance of these Terms.
- The normal bookings for the Setting are for full day placements, with a minimum of two full days a week and up to full five full days a week, subject to availability. No bookings can be swapped for another, additional ad-hoc rates apply.
- Ad-hoc placements may be available, subject to availability, on a 24-hour notification basis, two-hour minimum, and whole hour charging. For rates please refer to separate fee structure sheet. These sessions must be paid for on the day attending, unless the child is also booked into the Setting on a regular tenure, whereby payment will be made by Standing Order. This service is subject to a cancellation fee.
- Please advise the Manager-in-Charge or Administrator of any change in details on your Admission Form as soon as possible. It is the parent's responsibility to keep the Setting advised **in writing** of any circumstances relating to the requirements of the Admission Form. It is a condition of the Setting's Ofsted registration that we have current contact information for all parents, including parent's home and work addresses, parent's home, work and mobile telephone numbers, parent's email addresses, emergency contact telephone numbers, doctor's address and telephone numbers as well as the Child's residence, even if it temporarily changes and the Child comes under the care of someone other than the Parent, the Setting must be notified.
- Your child may attend the Setting on the days booked until:
  - He/she reaches the age of five;
  - Any of these Terms are breached, whereby one month written notice will be given or in exceptional circumstances the child may be asked to leave the Setting immediately.

### 5. Fees & Deposit:

- Fees are charged as per the separate Fee Structure sheet on Calendar Month<sup>1</sup>\* basis (apart from settling-in period there is no pro-rating of monthly fees); an up-to-date copy is available on request. Fees are revised annually. One month's notice will be given for any change in the Fee Structure.

**Each of You are liable for the whole of the fees due and any and all supplemental charges**

- Each of You shall be liable for the whole of the Setting's fees due and any supplemental charges, and for all the days that are booked and not attended (i.e. sickness, holiday absence, Bank Holidays, Inset days and seasonal closedown period).
- A deposit (amount as per Separate Fee Structure sheet) is payable upon booking and will be refunded following completion of the required notice period of leaving. We endeavour to refund within 14 days of the last day of notice period. Any amounts due and outstanding shall be offset against the deposit amount prior to being refunded.
- A one-off administration fee is payable upon booking for each child attending the Setting on whatever tenure, including ad-hoc bookings. Please refer to the front page of the admission form for more details.
- Late pick-up will be charged for each minute after the Setting closes. Please refer to separate fee structure sheet for more details. Continuous late picking up must be avoided.
- Certain specialised extracurricular classes will incur an additional charge to cover the cost of employing specialist teachers and parents will be advised accordingly at time of signing up for the specialised classes. This will be invoiced monthly in advance.
- From time to time the Setting may operate certain promotions which may reduce parent's fees. Terms and conditions pertaining to these promotions will apply together with these normal Terms.

### 6. Fees & Deposit Payment:

- Payment of Deposits and Administration Fees are to be made by bank transfer and cleared into the Setting's bank account prior to the child commencing at the Setting. The Setting's bank is HSBC name of account is Erdene Ltd sort code 40-07-04 and account number 02201615.
- All normal tenured fees to be paid by Standing Order in advance on the first day of each month.
- Further, on the first day of each month all outstanding monies due for the supply of extra services must be made by Standing Order. These will include for example - outings, child-minding, travel expenses, sundries, dance, language, cancellation fees etc.
- Money Laundering Legislation requires the Setting, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

### 7. Fee Discounts

- Should parents have two of their own children attending the Setting both of whom are booked on five day full time tenures a 10% discount is available for one child.
- Negotiable discounts are available for company sponsored places.
- A maximum of 10% discount is available to any family at any time.

### 8. Fee Reductions:

- We accept reductions of fees in lieu of third party payments, including childcare vouchers. All third party payments must be received by cleared funds on behalf of parents one calendar week before the due date of the full fees. Parents remain liable for the full fees in the case of late clearing of third party payments and any late payments received from third parties shall be refunded to the parents. Late payment charges apply in case of late receipt of third party payments please see clause 8 below.
- Where applicable, children aged three and four years old who qualify for the '3 & 4 Year Old Offer' or 'Free Early Education and Childcare' (or the "State Funding") benefit from a fee reduction deducted from the monthly fees in advance. Please note that parents remain liable for the full fees if your child is not eligible for this funding. Please also note that the Setting reserves the right to refuse or cancel participation in the State Funding and in such a case no reduction in fees would be applicable. The Setting may also, at their discretion, extend a similar fee reduction despite not being participants to the State Funding. Please refer to the Setting's website [www.montessorigarden.co.uk](http://www.montessorigarden.co.uk) for any availability of such fee reductions. Any reductions in fees to the new rate will be effective from the month following the child's birthday.

**9. Non-Payment:** Because a Standing Order is expected to be set up to avoid accidental non-payment of fees, it is not necessary for the Setting to give any notice of non-payment. A monthly invoice serves as the reminder to check that the Standing Order matches the last invoice amount, which may include ad-hoc fees and charges.

<sup>1</sup> \*To clarify, one Clear Calendar Month means from the 1<sup>st</sup> of that named month to the end of that month on the calendar, such that notice given on 1<sup>st</sup> April means next clear calendar month of May is  
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the first month of notice (for change of tenure) and another clear calendar month of June is the second month of notice (for termination).



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- a) In the event of invoice amount payable not being paid on the first day of each month, the Setting reserves the right to immediately curtail the supply of childcare services until the amounts owed are paid in full. Normal childcare services will only be resumed after the Setting is satisfied that future fees and charges will be paid when requested; and
- b) In the event full payment is not received by the third day of each due month, a late payment fee of £5.00 per day until the payment is received in full becomes chargeable. Please note the late payment fee will continue to accrue until the last issued invoice is settled in full, even during a possible resolution period, and so it is advisable to settle the account in full before a solution for any questions or amendments to the invoice is agreed.
- c) Unless expressly agreed otherwise in writing, if the Setting reasonably and properly incurs any costs (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the Setting's favour) in recovering or attempting to recover Fees or any supplemental charges from You (or either of You) that have not been paid in accordance with the terms of this contract, then You shall be responsible for paying such costs in addition to the Fees and/or supplemental charges (as the case may be) and any interest applied to such amount(s). It is agreed that the amount of all late payment charges reflects the commercial rates that would be applied by a financial institution in a case of unauthorised and unsecured borrowing. Such charges will be recoverable by action if necessary.
- 10. Notice of Change of Tenure:** A minimum of one (1) clear Calendar Month\*’s notice in writing is required when changing tenure (to change the booked attendance days). All alterations of tenure will take place on the 1st of the month following the notification period. The availability and/or timings of part-time placements could be subject to alterations by the Setting. In the event that any revised part-time placing may be unacceptable, then the Setting reserves the right to cancel the entire part time place, subject to one month’s notice.
- 11. Termination of bookings (or Cancellation of Acceptance):**
- a) Two (2) clear Calendar Months’ notice in writing is required from you when leaving the Setting with termination dates falling on the last day of the calendar month following two clear months\* or when cancelling your booked sessions, with the notice being given at least two clear months\* before the start of the first booked session. The written notice is to be sent to Montessori Garden Nursery School, 7 Dowdney Close, London NW5 2BP c/o [info@montessorigarden.co.uk](mailto:info@montessorigarden.co.uk) c/o [erdenelimited@gmail.com](mailto:erdenelimited@gmail.com). If the two (2) months’ notice is not given you will be liable for two (2) months’ fees from the day of receipt of notice (or fees will be due for the period between the date the child is due to start and the date falling two clear months’ after notice of cancellation is received i.e. fees from the starting date until the end of the notice period). Fees in lieu of notice are payable in all circumstances, regardless of current levels of occupancy or any waiting list in place.
- b) The Setting may at its discretion immediately terminate all booked sessions if you fail to pay the fees, without prejudice to section 8 above; or breached your obligations hereunder and the breach cannot or has not been put right within a reasonable period of time; or if you behave unacceptably amounting to or bordering on staff abuse, discrimination, bullying, harassment or victimisation; or you have disclosed false or misleading information. You remain liable for any unpaid but accrued Fees together with additional two (2) months’ fees and the Setting reserves the right to use Deposit towards settlement of any dues.
- c) If the Setting closes due to events or circumstances outside of our control (“Force Majeure”), we shall be under no obligation to provide alternative childcare facilities to you. No compensation will be paid or refund given if the Setting has to be closed due to Force Majeure. If the Setting is closed, alternative activities will be provided where possible. This rule is necessary so that the Setting can properly budget for its expenditure.
- 12. Force Majeure:** In the event of a Force Majeure preventing or delaying the Setting’s performance of any of its obligations under this contract, the Setting shall forthwith give you notice in writing specifying the nature and extent of the circumstances. Provided that the Setting has acted reasonably and prudently to prevent and/or minimise the effect of the Force Majeure, the Setting will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the Force Majeure. To the extent reasonably practicable in the circumstances the Setting shall use its reasonable endeavours during the continuance of the Force Majeure to provide educational services (including by providing appropriate educational services remotely). If the Setting is prevented from performance of all of its obligations as a result of Force Majeure for a continuous period greater than two (2) months, the Setting shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to cancel this contract on written notice to the School and without giving the usual notice as per clause 11 above or paying fees in lieu of notice.
- 13. Home drop-off service:** Where applicable, a bookable “Home drop-off” service can be provided subject to demand and availability of carers. We will arrange for your child to be taken home and cared for until 8.00pm by which time you should have made other care arrangements or have already booked our “Babysitting” service. The “Home drop-off” service is subject to a one-off fee. A charge will be levied for any booking subsequently cancelled for whatever reason. For rates please refer to the current Fee Structure sheet. It is necessary for this service to be booked at least 24 hours in advance, during the normal working hours of the Setting. You can book in person or by phone with the Setting’s Manager-in-Charge only. We regret we are not able to take bookings on the Setting’s answer phone. Arrangements must be made whilst booking for the parent/guardian to deliver their door keys to the Setting, which will be returned by the carer at your home address. This service is provided on a first-come first-served basis and is only available to children who are booked into the Setting on a regular tenure.
- 14. Babysitting service:** Where applicable, a bookable after-hours “Babysitting” service can be provided by the Setting, subject to the availability of carers. Wherever possible the carer who normally cares for your child would be provided, however this may not be possible in all cases, whereupon the first available carer will be provided. This service will be subject to a charge per hour, with any part hour being charged as a whole hour and is subject to a minimum hire of two hours. The normal “Babysitting” charge is applicable to all days throughout the year with the exception of Bank Holidays, Christmas day and New Year’s evening and day, all of which will be subject to a different hourly charge plus expenses. The cost of the fare by public transport from the carer’s home to the child’s home and a return to the carer’s home by black taxicab will be charged. A charge will be levied for any booking subsequently cancelled for whatever reason. For charge rates for this service please refer to the current Fee Structure sheet. The booking for this service must be made in person or by phone with the Setting’s Manager-in-Charge only, during the normal working hours of the Setting. This bookable service will be available on a strictly first-come first-served basis. This service is only available to children who are booked into the Setting on a full-time tenure.
- 15. Belongings:** The Child should not bring money, cameras, kindles, mobile phones, watches, expensive or valuable clothing, any other valuables, sweets or toys with them to the Setting, as the Setting does not accept responsibility for loss or damage to any belongings. All children will need to be dressed comfortably and appropriately according to the weather and activities such as messy play. Parents are asked to supply the Setting with named sun cream and nappy cream for use on their Child only.
- 16. Staff Employment:** Parents and users of our services agree that they shall not at any time, whether throughout the continuance of this agreement or for a period of one year after its termination, directly or indirectly (via agencies) employ, entice away or attempt to employ or entice away any employee or former employee of the Setting, whether the employment is with that Parent, user and/or his/her friend or any contact. The prohibition is on enticement/introduction into employment other than the Setting. In the event that a Parent does directly or indirectly employ or entice away a member of staff or former staff as above, a £2,000 fee will be payable in full to the Setting, and it shall be payable within 30 days from commencement of such employment.
- 17. Storage of buggies:** Provision for the storage of a limited number of children’s buggies is available at the Setting. Buggy storage facilities are strictly only available on a first-come first-served basis and only for parents who use small lightweight fully-collapsible buggies. No other buggies will be allowed at the Setting. All buggies must be collapsed



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when stored at the Setting. These criteria also apply to twin buggies. No buggies shall be left at the entrance hallway or any other area, except the designated buggy storage facility. Any buggies found outside the designated facility may be disposed of. Storage for bags and other accessories is not provided. The Setting cannot accept any responsibility for any item left on the premises; these are left at the owner's risk.

**18. Child collection:** Parents agree to adhere to the Setting's child collection policy at all times. The Setting must be informed if someone other than a Parent is collecting the Child, in writing. No Child will be allowed to leave the School premises with someone other than a Parent unless the School has been given prior notice in writing.

**19. Parents' Contacts and Availability:** It is the Parent's responsibility to be contactable by the Setting at all times whilst the parent's child is in attendance at the Setting.

**20. Child's Absence:** It is a requirement that you let the Setting know as soon as possible if your child is going to be absent on a day he or she is normally booked in.

**21. Notification:** Parents must notify the Setting immediately in writing if any of the following events occur, in addition to other notification requirements in found elsewhere in this agreement:

- a) Your child suffers from a notifiable disease (please refer to our Medicine and Sickness Policy for details of what these are)
- b) Your child has a Special Educational Need
- c) Your child suffers from allergies
- d) The legal guardianship of your child changes or if the parent or carer with which your child lives changes
- e) Your child is on long-term medication
- f) Your child ceases to have appropriate immigration permission to reside in the UK and to attend the Setting (the Setting is NOT registered UKVI sponsor therefore it is the Parent's responsibility to ensure the Child has appropriate immigration permission to reside in the UK and attend the Setting)

**22. Dietary Requirements:** It is necessary for the safety and wellbeing of the children in our care for us to be aware of all dietary requirements. Parents agree to comply at all times with our Dietary Requirements Policy. All parents must inform the Setting immediately, in writing, of any change to their child's diet. Parents further undertake to allow the Manager-in-Charge to write to the child's GP for confirmation of any allergy or intolerance the child suffers from. Due to the dietary requirement of other children, parents are not allowed to bring food for their child into the Setting. The Setting will take reasonable care to ensure that a child with a food allergy or intolerance does not come into contact with certain foods.

**23. Medicine and Sickness:** Parents agree to adhere to our current Medicine and Sickness Policy at all times, a copy of which is available at request at any time. Parents must inform the Setting (prior to acceptance of a place at the Setting or immediately on becoming aware) if the Child has any medical condition, learning difficulty, special educational need, head lice, health problem, allergy or has been in contact with infectious diseases. Parents agree not to bring the Child to the Setting if unwell. The Setting cannot normally administer any medicine to a Child unless prescribed by a doctor and accompanied by Parents' consent form. The Setting has the right to disclose confidential information about the Child if considered to be in the Child's own interests or necessary for the protection of other members of the community. Such information shall be given and received on a *need-to-know* basis. Parents authorise the Setting to consent on behalf of the Parent, to giving emergency medical treatment to the Child, including blood transfusions within the UK, general anaesthetic and operations under the NHS as necessary for the Child's welfare and if the Parents cannot be contacted in time. **Immunisation:** We only admit children who have commenced and subsequently follow the Government Health Department's current recommended "Schedule of Immunisation" inclusive of following recommended ages to immunise within this schedule.

**24. Transport:** Occasionally the Setting may organise outings to neighbouring venues e.g. Hampstead Heath and Parents consent to the Child travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

**25. Personal Belongings:** Should any of your child's clothing be mislaid in or go missing from the Setting, whilst we will endeavour to recover the item, we cannot be held responsible for its replacement. To reduce the incidence of loss, we request that all of your child's items of clothing be clearly marked with their name and stored in the school bag provided.

**26. Special and Nappies:** The Setting can only provide full cream and semi-skimmed cow's milk as stocked by its regular supplier. Parents must provide any alternative milk your child should take and a supply of suitable nappies, nappy wipes and cream to be kept at the Setting.

**27. Photographs:** Partnership with parents is a high priority for the Setting, and we make use of electronic media for sharing photos and films with members of the school community. Parents agree that from time to time the Setting may take photographic and video images of your child, which may be used in training or promotional material, as is common with other private settings. If you do not wish your child to be photographed and/or his/her image used in promotional material, please let the Manager-in-Charge know and complete an opt-out form.

**28. Data protection:** By signing the Registration Form and therefore these Terms, Parents on behalf of themselves and so far as they are able on behalf of the Child authorise the Setting to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the Setting. Where, in the professional opinion of the Manager-in-Charge it is deemed necessary we may share information with certain third parties. Parents agree to our Data Protection Policy and Procedure which is accessible to all Parents at request at the Setting.

**29. Safeguarding and Welfare of the Children:** Parents understand that the Setting is under obligation to report to the relevant Safeguarding Children government authorities any incident where we consider a child may have been put at risk of abuse or neglect. This may be done without informing the parent/guardian. Parents also give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to children in distress or to maintain safety and good order, or in connection with the Child's health and welfare. Parents agree that if a conflict of interests arises between a Parent and the Child, the rights of, and duties owed to, the Child will in most cases take precedence over the rights of, and duties owed to, the Parent. The Setting needs to be aware of any matters that are relevant to the Child's security and safety. The Parents agree to immediately notify the Setting in writing of any court orders or situations of risk in relation to any Child including for whom any special safety precautions may be needed. A parent may be excluded from the School if the Setting, acting in a proper manner, considers such exclusion to be in the best interests of the Child or of the School.

**30. Changes and Representations:** The Setting, like any other, is likely to undergo a number of changes during the time your child attends e.g. changes to staff, facilities and their use, the curriculum etc... Our prospectus, promotional materials and digital videos describe the broad principles on which the Setting is presently run and give an indication of our ethos. Although believed correct at the time of printing, the prospectus and other promotional materials and the digital videos are not part of any agreement between the parties herein. If you wish to place specific reliance on a matter containing in the prospectus, promotional materials and videos, or a statement made by a member of staff during the course of your visits prior to booking, you should seek written confirmation of that matter before completing the registration of your child and entering this agreement. For the purposes of constitutional changes to the Setting or amalgamation, the Setting reserves the right to transfer the undertaking of the Setting to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the Setting with any other institution.

**31. Amendments, modifications, updates and severability:** We may, at any time, and at our sole discretion, modify these Terms and any such modification will be effective upon public posting and supersede any previous version. We will endeavour to give you two calendar months' notice of any such modification. Your continued use of our services following any such modification constitutes your acceptance of these modified Terms. If any provision or provisions of this contract is held to be invalid, illegal, or unenforceable for any reason whatsoever, then the validity, legality and enforceability of the remaining provisions of this contract (including, without limitation, all portions of any paragraphs of



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this contract containing any such provision held to be invalid, illegal, or unenforceable that are not themselves invalid, illegal, or unenforceable) shall not in any way be affected or impaired thereby; and to the fullest extent possible, the provisions of this contract (including, without limitation, all portions of any paragraphs of this contract containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable. This Clause is for the benefit of the Setting only.

**32. Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the Setting does not accept responsibility for accidental injury or other loss caused to the Child or Parents or for loss or damage to property.

**33. Third Party Rights:** Only the Setting and the Parents are parties to this contract. The Child is not a party to it. The acts and omissions of Parents are binding on the Child and vice versa as to any matter of behaviour, discipline and fees. All requests and authorities by the Parents are treated as being made on behalf of the Child. However, it is not intended that the terms of the contract shall be enforceable by your Child or by any other third party.

**34. Governing law, jurisdiction and dispute resolution:** These Terms are governed by and shall be construed in accordance with the laws of England. Parties submit all their disputes arising out of or in connection with these Terms to the exclusive jurisdiction of the Courts of England. The parties agree to endeavour to use an independent third party to settle any disputes at first instance and shall bear the costs of any such third party equally.

Terms and Conditions: Before signing this form I/we have read and understood and I/we agree to the Setting's Terms and Conditions which will undergo reasonable change from time to time. I/we have retained a copy of the Terms and Conditions with my/our records.

Court Orders: I/we have informed the Setting if I/we are separated or divorced and if any court orders have been made in relation to my/our child or me/either of us (including any orders relating to financial matters).

Parental responsibility: I/we both have parental responsibility (i.e. legal responsibility) for my/our child; I/we both agree that my/our child should attend the Setting and no other person's consent is required.

Cancellation/Withdrawal: I/we will not cancel my/our acceptance of this place or withdraw my/our child from the Setting without first giving two clear calendar months' written notice or paying two months' fees in lieu of notice in accordance with the Terms and Conditions referred to above.

I/we agree to abide by all the aforementioned terms and conditions as laid out above by the Setting.

First Parent/Guardian Signature:

Date:

Second Parent/Guardian Signature:

Date:

Child's Name: