



# Standard Terms and Conditions

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## A. Introduction

**1. Contract:** The Fees List and the School Rules, as varied from time to time, are part of these Terms and Conditions.

These Terms and Conditions apply to all applications and bookings, and are the terms under which children are admitted into Living Spring Montessori. These Terms and Conditions are together referred to as the Contract between Living Spring Montessori and Parents.

**2. Our Commitment:** We aim to promote the well-being of the children in our care and to nurture intelligence, curiosity, and imagination while supporting and developing each Child's unique talents. Our ultimate mission is to prepare the children in our care for further education and for life.

**3. The School:** The company name is Living Spring Nursery Limited, trading as Living Spring Montessori.

**4. The Parent(s):** The Parent(s) are those who have legal responsibility for the Child, individually and jointly and whose names appear on any application or booking form.

Parents are responsible for paying the child's fees. Parents include guardians.

**5. The Child:** The Child whose name appears on any application or booking form.

**6. The Head:** The person responsible for the day to day running of Living Spring Montessori. That expression includes those to whom any duties of the Head have been delegated.

## B. Attendance Options Attend

**7. School Year:** Living Spring Montessori is open year round from September 1st to August 31st. We operate from Monday to Friday, with no provision for overnight stay.

We are closed on all public holidays, staff inset and training days, a short break over Christmas and New Year, a short break in Spring, and a short break in Summer.

**8. Year Round Option:** This is a complete year except for the short break over Christmas and New Year, a short break in Spring and a short break in Summer when Living Spring Montessori is closed. The Year is divided into three terms, the Autumn Term which runs from September to December and includes the Christmas break, the Spring Term which runs from January to April and includes the Spring break, and the Summer Term which runs from May to August and includes a Summer break.

## C. Admission

**9. Admission Criteria:** Living Spring Montessori will admit children from age 3 months to 6 years in line with its Ofsted registration conditions. Matters which are taken into account in deciding whether Living Spring Montessori can offer your Child a place are:

a) Completion of the application form and payment of the application fee.

b) Availability of a place taking into account staff/child ratios.

c) Prior attendance by parents to one of our open days. The open days provide an opportunity for Parents to experience a Montessori classroom, and they usually take place twice a

term on a Saturday or weekday evening.

d) Prior attendance by Parents with their Child to see Living Spring Montessori in action.

e) A commitment from the Parents to our ethos.

f) Children who are siblings of those already enrolled at Living Spring Montessori or where there is an existing positive connection with the School.

g) Parents should note that priority will be given to families who require full time places.

**10. Admission:** If Living Spring Montessori is to offer a place it will do so verbally, in person or by telephone.

Parents will be given 24 hours to either accept or decline an offer. If an offer is not accepted within 24 hours, Living

Spring Montessori will offer the place to another Parent on the waiting list. If a place is provisionally accepted, Living

Spring Montessori will send an admission pack which includes a formal letter of offer, Parent information handbook and forms which must be completed, signed and returned to

Living Spring Montessori within one week together with the Booking Fee, Portfolio Administration

Fee and Payment for the First Month/Term. If these are not all received within the stated time, the offer will automatically

lapse and Living Spring Montessori reserves the right to offer the place to another Parent on the waiting list.

## D. Application Process

**11. School Visits:** Prospective parents are invited to see the School in action during one of our weekly tours. Visits are by

appointment only. We operate a waiting list which parents are welcome to join on a no obligation basis. To begin the

application process, Parents are required to complete and return an application form, along with a non refundable

application fee. The submission of an application form does not guarantee a place.

**12. Application Fee:** Non-refundable sum of £50 (fifty pounds) is payable by the Parent to Living Spring

Montessori on submission of the completed application form.

**13. Booking Fee:** A booking fee of £200 (two hundred pounds) is payable by the Parent as a security deposit upon

acceptance of a place. The booking fee will be refunded in full when the Child leaves Living Spring Montessori, provided that proper notice is given and all fees are paid.

**14. Portfolio Administration Fee:** A non-refundable portfolio administration fee of £50 (fifty pounds) is payable

towards the cost of developing the Child's portfolio and EyLog learning journey. This fee is payable with the first

month's or first term's fees. The Child's portfolio will be given to the parents when the Child leaves Living Spring

Montessori.

## E. Fees

**15. Calculation of Fees:** Fees are based on 46 weeks and payable during periods of closure for staff inset and training

days, statutory public holidays and parent teacher meeting days. The holiday calendar is published periodically in advance

and made available to all Parents.

**16. Payment of Fees:** Fees are due and payable term by term in advance by standing order as follows: 1st September for Autumn Term, 1st January for Spring Term, and 1st of May for the Summer Term.

**17. Payment by Instalment:** If a parent has made a special arrangement with the School to pay the fees by monthly instalments, these will be payable by ten monthly instalments by standing order. Where a child starts at the beginning of the School Year in September, the first payment will be made when the place is accepted, followed by nine further payments over nine months. If any payment is not made on the due date, the remaining fees for that year or term (as the case may be) will become due immediately and the facility to pay by instalments will be withdrawn. Should fees not be paid within five days of the default, Living Spring Montessori reserves the right to exclude your child until payment is received in full.

**18. Employer Vouchers:** Living Spring Montessori accepts employers' vouchers for payment of fees provided the vouchers are submitted at the same time payment is due. Parents wishing to pay part of the fees with vouchers should make an appointment to discuss how the scheme works. It is the responsibility of the Parent to ensure that all relevant fees are paid on time, and in the correct manner. Living Spring Montessori cannot accept responsibility for late or unpaid vouchers.

**19. Late Payments:** All late payments are subject to interest at four per cent (4%) per annum over Barclays Bank Plc base rate from the date payment fell due to the date of actual payment.

## F. Exclusion

**20. Exclusion for Non-Payment of Fees:** Living Spring Montessori reserves the right to exclude a Child while fees are unpaid. Exclusion on these grounds does not absolve the Parents from paying the outstanding fees. A Child who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice. A term's fees in lieu of notice will be payable in accordance with our notice requirement.

**21. Exclusion for Other Reasons:** Living Spring Montessori reserves the right to suspend or exclude a Child from School, where it considers it reasonably necessary to do so in the interests of other children, of the staff, or of the Child. Fees remain payable during a period of suspension or temporary exclusion but will cease to be payable following permanent exclusion.

**22. Exclusion of Parents:** Parents may be excluded from Living Spring Montessori premises if the Head, acting reasonably considers such exclusion to be in the best interests of Living Spring Montessori.

## G. Provisions About Notice

**23. Notice to be given by Parents:** Parents are required to give a full term's written notice to withdraw a child from Living Spring Montessori. A term's notice to be given by Parents means notice given before the first day of a term and expiring at the end of that term. For example, a Parent whose Child is to leave at the end of the Spring Term (April) is required to give Living Spring Montessori written notice by no later than the last day of the Autumn term

(December). The notice should be addressed to the Head and delivered personally or by email. Upon receipt, the Head will acknowledge confirmation of the notice in writing within one week. No other notice will suffice.

**24. Notice to be given by School:** Subject to its right of exclusion, Living Spring Montessori may terminate this contract on one term's written notice. Living Spring Montessori will not terminate this contract without good cause and prior consultation with Parents. Parents may be required to remove the Child temporarily or permanently from Living Spring Montessori, if after consultation, the Head is of the opinion that the Child is no longer able to continue to benefit from the educational opportunities offered by Living Spring Montessori. Living Spring Montessori reserves the right to insist that parents remove a Child whose presence at Living Spring Montessori is causing disruption, serious harm or injury to other children. Where a Parent has treated Living Spring Montessori or members of its staff unreasonably, or where there is a breakdown in the relationship between Living Spring Montessori and a parent, Living Spring Montessori reserves the right to immediately terminate the contract. If Living Spring Montessori is able to fill the Child's place, a proportionate refund of fees will be made to the Child's Parents.

**25. Cancelling after Acceptance:** A term's fees less deposit(s) held will be payable by the Parents if, for any reason they cancel their acceptance of a place or the Child does not join the School after a place has been accepted. Should Living Spring Montessori be in a position to replace the Child, a proportionate refund will be made less an administration charge of £200.

**26. Fees in Lieu of Notice:** Parents will be required to pay fees in lieu of notice if for any reasons the full notice is not given. Fees in lieu of notice means fees in full for the term of notice at the rate that would have applied had the Child attended. This will be required no later than the last day the Child attends Living Spring Montessori. The main reason for these rules is to ensure that the School has sufficient notice with which to plan intake and fee levels, other resources and curriculum. Should Living Spring Montessori be able to replace the Child, a proportionate refund will be made less an administration fee of £200.

**27. Forced Closure:** Full fees will be required as normal in the event of a forced closure. Any discount on fees during the closure will be at the discretion of the nursery.

## H. Medical and Health Matters

**28. First Aid:** It is our policy to administer first aid where there is a minor accident or injury. Serious accidents and injuries will be referred to the hospital for professional treatment.

**29. Medication:** Parents who wish their Child to receive medication whilst at Living Spring Montessori must make an appointment to discuss the condition requiring medication and its administration with the Head. Parents and children should not bring medication to Living Spring Montessori without the express written permission of Living Spring Montessori. It is the policy of Living Spring Montessori not to administer ANY medication except prescribed by a doctor or pharmacist. All medications must be in the original packaging and clearly labeled with the child's name, date of birth, expiration date and administration instructions.

Living Spring Montessori staff do not have specialist training in the administration of medication and will not under any circumstances administer injections. Parents who authorise Living Spring Montessori to administer such medication have sole responsibility and in giving Living Spring Montessori authority, agree to indemnify Living Spring Montessori and its staff and representatives against any claims arising out of the administration of any medication on the basis of the Parent's authorisation. A Child on medication should only be brought to School with Living Spring Montessori's express permission as there are medications the School may not be able to administer. In appropriate cases arrangements can be made for Parents to visit Living Spring Montessori during the day to administer such medication.

**30. Food and Diet:** Children attending a full day will be offered breakfast, lunch and an afternoon tea. We serve water during meals and all through the day. Milk, fresh fruit, dried fruit and vegetables are available throughout the day to all children. Parents are required to supply all formula milk and to bring fresh fruit to School for their children to share during snack times. For health and safety reasons, no child is permitted to bring food apart from fresh fruit to Living Spring Montessori. On special occasions such as parties, Parents will be invited to bring a variety of food, snacks and drinks which children can eat under the supervision of their Parents. The school caters for vegetarian dietary requirements. If for any reason we are not able to meet a Child's particular dietary requirements, we will authorise the Parents (in writing) to bring all the Child's meals to School.

These must be carefully labelled with the Child's name, and placed as instructed by Living Spring Montessori. No discounts in fees will be offered to Parents in this circumstance.

**31. Absence and Illness:** Children who are not well, or have a contagious disease must not attend School. Living Spring Montessori may request a doctor's certificate, health declaration or laboratory test report to show that there is no risk of infection and that it is safe for a Child to return to School following a period of exclusion or absence. Living Spring Montessori reserves the right not to readmit a Child who is considered not to have fully recovered or whose presence could put other children's health at risk. Parents must regularly check their Child's hair for lice and must not bring any infected Child to School. Living Spring Montessori cannot make any reductions to fees for absence due to illness or holidays taken outside the periods we are closed or for exclusions imposed by the School due to illness.

## **I. Communication with Parents**

**32. Parent Conference and Partnership:** We hold Parent conferences during the course of the year. Parents are positively encouraged to attend the conferences.

Attendance by Parents at these meetings is an important part of the education of their children at Living Spring Montessori. It helps to foster a positive working relationship between Parents and staff for the benefit of the children.

**33. School Leaving Report:** Living Spring Montessori will provide a written report for your Child, which must be shared with their next school to ensure a smooth transition.

**34. Educational Information:** Living Spring Montessori's approach to education is holistic and all Parents are welcome to attend any of the prospective evenings held regularly, in order to refresh or deepen their understanding of the

Montessori philosophy and curriculum. Parents are positively encouraged to make time available to gain an insight into the Montessori approach of education and to participate in Living Spring Montessori activities and functions.

## **J. Other Matters**

**35. Complaints:** Any question, concern or complaint about the care or safety of a child must be reported to the Child's key person as soon as possible. A copy of our Complaint Procedure is available on our website.

**36. Disclosures:** When your Child joins Living Spring Montessori and throughout your Child's time at the school you must disclose in writing the following:

a) any known medical condition, health problem or allergy affecting your Child, any history of learning difficulty on the part of the Child or a member of his/her immediate family or any disability, special educational need, emotional or behavioural difficulty on the part of the Child;

(b) any family circumstances or court order which might affect the Child's welfare or happiness;

(c) any concerns about the Child's safety; or

(d) any change in the family circumstances.

**37. Photographs:** It is the custom and practice of Living Spring Montessori to include some photographs or images of children in Living Spring Montessori's promotional material such as its prospectus and website. We do not disclose the name or home address of any Child. Parents who do not want their Child's photographs or image to appear in any of Living Spring Montessori's promotional material must make sure they indicate this in the consent form relating to photographs

**38. Our Prospectus:** Website and other Living Spring Montessori marketing materials are not contractual documents.

**39. Equal Treatment:** We never have, and have no intention in the future of discriminating against any Child or members of their family on the ground of ethnicity and race, religion and belief, gender, gender reassignment, marriage and civil partnership, sexual identity and orientation, age or disability. We observe the Equality Act of 2010.

**40. One to One Support:** If a Child requires one to one support, Living Spring Montessori will discuss this with the Parents in order to agree a programme of support and how this will be funded. In the absence of an agreement from the local authority's inclusion support team to fund the additional support required, Living Spring Montessori will require the Parents to fund the cost of the support.

**41. Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for care, instruction and for providing comfort to a Child in distress or to maintain safety and good order, or in connection with the Child's health and welfare.

**42. Confidentiality:** The Parents authorise the Head to over ride their own and (so far as they are entitled to do so) the Child's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the Child's welfare or to avert a perceived risk of serious harm to the Child or to another person at the School. In some cases, teachers and other employees of Living Spring Montessori may need to be informed of any particular vulnerability the Child may have.

**43. Arrival and Collection:** Punctuality is essential. Children must be collected promptly. If there is a delay, Living Spring

Montessori must be notified as soon as possible. Parents are required to notify Living Spring Montessori if a Child is to be absent from school on any day. Parents are asked to take full responsibility for the supervision of their children when in the corridors during pick up and drop off times, and also when outside the building in order to avoid accidents. On arrival and collection we ask Parents to do so quietly and to please leave the building promptly.

**44. Late Collection Charge:** The Parent of any Child who is collected late is responsible for paying the late collection charge.

**45. Authorised Collectors:** If there is a change to the normal collection arrangement, parents are required to fill out an authorised collectors consent form prior to making the arrangement. Under no circumstances will a Child be allowed to leave Living Spring Montessori with an adult unknown to the staff on duty. In an emergency, please call Living Spring Montessori to give a password to identify the person you have authorised to collect your child.

**46. Contact Numbers and Address:** Parents are required to provide Living Spring Montessori with their up-to-date telephone numbers where they can be contacted during the school day and the telephone number of a third person with whom contact can be made in an emergency. It is essential that Parents inform Living Spring Montessori of any change in telephone numbers and/or addresses and this should be IN WRITING.

**47. Clothing:** Children should wear comfortable clothes that aid free movement and independence. Shoes, which the children can manage independently, are essential for both outdoor as well as indoor activities. A bag with two sets of change of clothes must be kept in school and checked daily. All clothes should have a name tag and coats should have a large enough loop to hang on the peg. During warm weather you are requested to send your Child to school with a clearly named hat and sunscreen lotion with the child's name written on. During inclement weather your child will need weather proof clothing as it is an integral part of the Living Spring Montessori philosophy that every child spends part of every day outside, whatever the weather. Parents

should assist their children with dressing and undressing as appropriate on arrival, before handing them over to their class. Children's functional independence should be encouraged. During inclement weather your Child will need weather-proof clothing as it is an integral part of the Living Spring Montessori philosophy that every child spends part of every day outside, whatever the weather.

Parents need to assist their children with dressing and undressing on arrival, before handing them over to their class.

**48. Items Not to Bring to School:** Toys (including electronic games and "weapons") are not allowed at Living Spring Montessori due to lack of space. These items can get misplaced, lost or broken and cause distraction. Food should not be brought into Living Spring Montessori or kept in a Child's bag except in accordance with our food and diet policy (see No. 30). Medication must not be placed in a Child's bag.

**49. Insurance:** Parents are responsible for insurance of the Child's personal property whilst at School or on the way to and from School.

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

**51. Extra Curriculum Activities:** Children are encouraged to explore their creative potential in a variety of ways, through drama, expressive language, music and arts. Living Spring Montessori arranges educational visits and excursions to special places of interest. There are separate charges for School trips and excursions. Parents are expected to accompany their Child and to participate in these activities

**52. Changes to Terms:** Living Spring Montessori reserves the right to introduce reasonable changes from time to time to these Standard Terms and Conditions. These may include changes to the location of Living Spring Montessori and to the length of the term and the School day. Living Spring Montessori will, except in the case of an emergency or for logistical reasons, always endeavour to give reasonable notice of such changes.

I confirm I have read the Standard Terms and Conditions applicable to registration of my Child at Living Spring Montessori and I agree to such terms. Please note it is your responsibility to keep a copy of these Terms. A copy is

available on the Living Spring Montessori website.

Name of Parent/Carer 1: \_\_\_\_\_

Name of Parent/Carer 2: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_