

ST MARY'S SUMMERSTOWN MONTESSORI NURSERY SCHOOL STANDARD TERMS AND CONDITIONS

1. The Nursery

(a) **Our Aims:** The Nursery is a constantly developing community of children, staff and parents. We are committed to providing a happy and secure environment in which each child can develop at his/her own pace. Parents are expected to give their children support and encouragement to the aims of the Nursery and to uphold and promote it's good name and to ensure that the children maintain appropriate standard of punctuality, behaviour, discipline and hygiene.

(b) **The Children's Health:** Parents must inform the Nursery if the child has any known medical condition or health problem or has been in contact with infectious diseases. The child must not be brought into the Nursery if unwell. Please see sickness chart.

2. Parent's Authority

(a) **In Loco Parentis:** The Parents authorise the Nursery to act *in loco parentis* in all respects. Parents consent to the use of such physical contact to the use of such physical contact with children as may be lawful, appropriate and proper for teaching and to provide comfort to a child in distress or to maintain safety and good order. Parents consent also to emergency medical treatment, including surgery and/or general anaesthetic, if certified necessary by a doctor and if parents cannot be contacted in time.

3. Entry to the Nursery

(a) **Registration:** Children will be considered for entry to the Nursery when the registration form has been completed and returned to us and the non-returnable registration fee paid.

(b) **Offer of a Place:** If a place is offered, the deposit will be payable when you accept the offer. The deposit will be credited without interest to the final payment of fees, or other sums due to the Nursery but will not otherwise be repaid.

(c) **Standard Term's and Conditions:** Acceptance of a place is on the basis that reasonable changes may be made from time to time to these standard terms and conditions, to the level of fees and to the curriculum and the structure and composition of the classes and the length of nursery terms. Notice of any change will be given as soon as practicable but on occasions it will be less than one term.

(d) **Termination of the Contract:** The child will leave the Nursery at the end of the school year in which s/he reaches the age five.

4. Fees and Extras

(a) **Items Covered:** Fees cover the normal curriculum including class music, drama and games together with stationery and drink and biscuits at break. Other items may be charged as extras. Fees will not be refunded or waived for absence through sickness or family holidays; or if a term is shortened or a vacation extended; or otherwise before the normal end of term; or for any other cause except in the sole discretion of the Head.

(b) **Payment of Fees and Extras:** Each invoice must be paid before the first day of term.

A child must be excluded from the Nursery at any time when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion. The Nursery is agent only in respect of any goods and services which are supplied by a third party via the Nursery to parents or pupils.

(c) **Responsibility for Payment:** Fees are the joint and several responsibility of each person who has signed the Registration Form or who has parental responsibility for the child or has paid any fees or who has given instructions to the Nursery in relation to the child.

(d) **Unpaid fees:** Interest on a daily basis at 5% per month and all administration and legal costs will be charged in relation to fees, fees in lieu of notice and extras that are unpaid by the due date. Such items will be recoverable by action if necessary.

(e) **Free Places:** Where all or part of fees are funded by a Nursery Education Grant, parents must pay for any sessions or services provided that are not covered by the Grant.

5. Cancellation, Withdrawal and Fees in Lieu

(a) **"Notice".** Means a term's written notice delivered to and actually received by the Head Elizabeth Maitland. No other notice will suffice.

"Term": Means the period between the first and last days of each nursery term.

(b) **Withdrawal:** Except in the final term of the Nursery a term's notice must be given before the child is withdrawn (including places funded by a Nursery Education Grant) or a term's full fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. Provisional notice is not accepted.

(c) **Cancellation:** A term's fees in lieu of notice (less the deposit) will be paid by the parents if they, for any reason cancel their acceptance to a place or the child does not join the Nursery.

(d) **Removal:** Parents may be required to remove the child permanently if, because of the conduct of a parent or the child, it appears to the Head that the continued presence of the child is incompatible with the interest of the Nursery. There would be no refund of fees in these circumstances but the deposit would be returned and fees in lieu of notice would not be charged.

6. General Conditions

(a) **Special Precautions:** The Head must be notified in writing immediately of any court orders or situations or risk in relation to the child for which any special precautions may be needed.

(b) **Learning Difficulties:** Parents will be notified if it appears to the Nursery that the child may have learning difficulties. Our staff are not however qualified to make a medical diagnosis of learning difficulties.

(c) **Insurances:** The Nursery undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of parents.

(d) **Concerns/Complaints:** Parents who have cause for serious concern in relation to any matter of safety, care or quality of education must inform the Head without delay.

(e) **Prospectus:** Although believed correct at the time of printing, the prospectus is not part of the contract. The parents confirm they have not relied on it in entering into this agreement.

(f) **Waiver:** Any waiver of these terms and conditions is only effective if given in writing by the Head.

(g) **Jurisdiction:** This contract was made at the Nursery and is governed exclusively by English Law.

7. **First Aid:** Parents must give their consent to staff giving first aid to their child when the need arises (staff giving first aid should hold an up to date first aid certificate).

8. **Refunds:** The school will not refund fees for temporary closures beyond their control.

9. **Outings:** Parents authorise the Nursery to take their child out on school trips; and local outings, e.g. the local Library, Park or on nature walks.

10. **Deposit:** A deposit of £200 is required for each child attending the Nursery.

11. **Photographs:** Parents give their consent for photographs of their child to be used in the children's individual records, wall displays, newsletters, local newspapers, publications and the schools own website.

DECLARATION

We have read, understood and agree to the standard terms and conditions set out overleaf and on this page. We understand that these will be changed from time to time, as circumstances require.

Parent 1 signature.....

Name in full:.....

Date:

Parent 2 signature.....

Name in full:.....

Date:

Please send this form to the nursery school or bring it with you when you come on your new child visit.

**St Mary's Summerstown Montessori Nursery School
46 Wimbledon Road, London SW17 0UQ.**

Principal: Elizabeth Maitland

© Veale Wasbrough 2022