

## **Terms and Conditions**

This document and the terms and conditions within it are the basis on which Albany Montessori Nursery ('we' / 'our' / 'us']) agree to provide childcare services to parent(s)/guardian(s) (referred to as 'you').

### **1. Our obligation to you**

1.1 Once you have confirmed the acceptance of your child's place and paid the registration fee we will hold the place for your child until the agreed start date which will be advised where possible prior to the term your child will start. The registration fee is non-refundable.

1.2 Once your child's place is confirmed a deposit of £150 will be due. The deposit will be refunded against your final invoice providing 6 weeks of one half-term's (whichever is the longer) notice of withdrawal has been received. Should you cancel your child's place we will retain your deposit.

**1.3 Should you require a full-time or near to full-time space we will also request 10% of your child's first term's fees. This will be refundable from your first invoice providing there is no reduction in sessions i.e. should the place no longer be required this amount will be forfeited.**

1.4 We will confirm the sessions available prior to your child's starting with us. We will also look for accommodate any additional sessions subject to availability.

1.5 We will notify you as soon as possible of any days we will be closed. Term dates are subject to change.

1.6 We will provide regular feedback and updates on your child's time with us.

1.7 We will compile a learning journal for your child to which you will have access at any time.

1.8 We will comply with the requirements of the Early Years Foundation Stage and the terms on our Ofsted registration.

1.9 Our policies and procedures are freely available for download on our website. These are subject to change from time to time and are reviewed regularly.

### **2. Your Obligation to us**

2.1 You will need to complete and return our registration form, medical form and sign our terms & conditions, pay our registration fee (non-refundable) and deposit (refundable against your child's final term's fees) before your child can start with us.

2.2 You will agree to provide us with any other information reasonably required prior to your child starting. We reserve the right to delay your child's commencement of their place with us until we have this information.

2.3 You must notify us immediately of any changes to the information you have provided to us and keep us informed of any other necessary information that may affect the childcare we provide for you child.

2.4 Medical consent forms must be completed if required prior to your child attending.

2.5 You will read and abide by our policies and procedures which are available on our website. A hard copy can be provided in reasonable time if required.

2.6 You must immediately inform us if your child is suffering from any contagious disease or if your child has been diagnosed by a medical practitioner with a notifiable disease. For the benefit of other children attending, you must not allow your child to attend whilst they are contagious and pose a risk to other children during normal daily activities.

2.7 You will keep us informed of the identity of the persons who will be collecting your child. If the person who is due to collect your child is not usually responsible for collecting them, we will require prior notice. If we are not reasonably satisfied that the person collecting your child is who we were expecting, we will not release your child into their care until we have checked with you.

2.8 You must inform us immediately if you are not able to collect your child by the official collection time. You must make arrangements for another authorised person to collect your child as soon as possible.

If the person chosen is not someone authorised on your registration form, we will set up a password system to correctly identify them.

2.9 You will provide 6 weeks or one half term's (whichever is the longer) notice in writing to withdraw your child. Should insufficient notice be given you will be liable for a 6 weeks or half term's fees (whichever is the longer) based on the current term.

2.10 You must advise us if your child is the subject of a court order and provide us with a copy of such order on request.

### **3. Fees and payment of fees**

3.1 Our fees are available on request.

3.2 All fees are due in the first week of term, and you will be invoiced in the month prior to admission or, once your child has started, at the end of a term e.g. Autumn Term will be invoiced for at the end of the Summer Term.

3.3 Holiday Club fees will be invoiced prior to the Holiday Club starting. Holiday Club fees must be received prior to your child's first session. If they are not received we reserve the right to refuse to allow your child to attend.

3.4 We calculate the fees based in the weekly fee multiplied by the number of weeks in the term. The autumn term is generally longer about 14 weeks and the summer and spring terms are generally 11 or 12 weeks. We are usually open for 38 weeks of the year, term time. This can change due to the moving Easter.

3.5 We also open for Holiday Clubs during half-terms, Easter and Summer. We are closed for 2 weeks at Christmas.

3.6 **LATE PICK-UP FEES** – should you be late to collect your child we reserve the right to charge a Late Pick-Up Fee. This will be charged at £12.00 for the first 5 minutes and then £12.00 for every subsequent 10 minutes.

3.7 If your child is commencing attendance at the beginning of a term, to ease their settling in, we operate a staggered start policy. Their start date will be within the first 2 weeks of that term.

3.8 Providing a full service is still provided by Albany Montessori School no reduction in fees can be made for temporary absences of illness, holidays taken during term time (for the sake of argument a holiday shall be a child being absent from the nursery through the choice of the parent or carer) or bank holidays, doctor's or other medical appointments, or any other reason decided by the parent or carer.

3.9 If you have requested additional sessions we will request payment under a separate invoice.

3.10 Fees may be paid by bank transfer, cash or cheque. If payment is made by cash it is your responsibility to request a receipt.

3.11 Fee levels will be reviewed at least once a year and any increase will be notified in writing a half term in advance.

3.12 The school retains the discretion to pass on to parents any bank charges howsoever incurred.

3.13 A £75.00 charge will be applicable for any reductions in sessions made at short notice prior to the commencement of or during a term.

3.14 Should the school need to close due to government/local authority imposed lockdown or on the advice of Public Health England, or any other body that may replace, usurp or supercede it, or any other authorised body, following a confirmed case of Covid-19 or for any other reason, an online home-learning service will be provided and a fee will still be charged. This fee will be no more than direct unavoidable costs to the business such as mortgages/rents, where relevant 'holiday periods' could not be agreed, utilities, insurance premiums. These costs should not seek to cover costs which are reimbursed in other ways such as the government financial support schemes (for example the furlough scheme) or costs reimbursed to the business by insurance. The fee will be applied for a specified and modest time period, and will stop being charged if the consumer decides to exit the contract (remove their child from the school – see Termination of this Agreement below) to avoid further payment. Any credit created by the fee being less than the usual fee will be carried over to the next school term. Should the child be leaving at the end of the current term in which the period of closure occurs any credit will be fully refunded at the end of the term.

### **4. Suspension of a child**

4.1 Should fees remain unpaid for more than a month we may suspend your child's place and reserve the right to do so.

- 4.2 Should the period of suspension for non-payment of fees exceed one month either of us may terminate this agreement by giving written notice. The notice period which will commence on receipt of the notice. Where notice is not delivered by hand, proof of postage shall evidence receipt.
- 4.3 We do not support the exclusion of any child on the grounds of behaviour. However, if your child's behaviour is deemed by us to endanger the safety and well-being of your child and/or other children and adults, it may be necessary to suspend your child's place at the nursery whilst we look to address these issues with you and any external agencies as appropriate.
- 4.4 During any suspension of behaviour related issues we will work with any external agencies where reasonably required to identify appropriate provision or services for your child.
- 4.5 If your child is suspended part way through a term for behaviour issues we will credit you for any fees you have already paid for the full time of suspension up to a maximum of the remaining pro-rata booked sessions for that term. If fees are owed to us then this amount will be offset against those.
- 4.6 Should your child not subsequently continue their childcare with us your deposit will not be refundable.

## **5. Deferment or Cancellation of a Place**

- 5.1 In the event you defer or cancel the agreed start date of your child's place we will withdraw your current offer of a place and your child will be entered onto our waiting list and your deposit will be forfeited. We cannot guarantee we will be able to offer a place for any future dates.
- 5.2 If you fail to take up a place at the agreed start date your deposit will be forfeited. Where a child has been offered a full time place any upfront fees will also be forfeited.

## **6. Termination of this Agreement**

- 6.1 This agreement may be terminated by providing 6 weeks or one half term's notice (whichever is the longer) in writing.
- 6.2 This agreement may be terminated upon:
  - 6.2.1 failure to pay fees;
  - 6.2.2 breach of any obligations under this agreement and failure to put right that breach within a reasonable period of time after it having been brought to attention.
  - 6.2.3 Unacceptable behaviour such as physical or verbal abuse or threats towards staff or other parents.
  - 6.2.4 We take the decision to terminate trading. As much notice as possible will be given in such an event.
- 6.3 It may become apparent that the care and support we are able to offer your child is not sufficient to meet their needs. In these circumstances we will work with you, the local authority, welfare agencies and any other necessary professional bodies where appropriate to identify appropriate support, at which point we may end this agreement.
- 6.4 You may end this agreement if we have breached our obligations under this agreement and have not or are unable to put right that breach within a reasonable period after you have brought it to our attention.

## **7. General**

- 7.1 We cannot be held responsible should the school need to close due to severe weather conditions, flood, fire or any other event which is beyond our control and which might prevent us opening or our staff being able to safely journey to the nursery, or having to remain at home, and so put our staff:child ratio beyond that which is acceptable by Ofsted. Under these circumstances we are unable to provide any refund or reduction of fees. We will be under no obligation to provide alternative childcare.
- 7.2 An equal opportunities policy is operated. Full details of all school policies are available upon request or can be downloaded from our website.
- 7.3 In the interests of child safety parents are required to inform the school if there is a change to the appointed person collecting their child.
- 7.4 Parents are required to complete any medical records and inform the school of any changes in their child's health and any changes in address, contact numbers and persons authorised to collect their child.
- 7.5 By signing this form you are giving written consent to share information about additional needs your child may have to any necessary person or body, or to pass on children development summaries to your child's next provider/school.
- 7.6 Our policies and procedures set out our responsibility regarding gaining consent to share information and when it may not be sought or overridden. Our policies and procedures are available on our website

or by request. By signing this form you are confirming that you have read and understood our 'Information Sharing' policy.

- 7.7 We accept children from the age of 2 years. They do not need to be toilet trained, however, parents are required to provide their child with spare nappies/pull-ups.
- 7.8 A minimum of three sessions is preferred to provide continuity and aid settling in.
- 7.9 To claim Early Years funding for your child a funding form must be completed each term for which you claim and a suitable ID document provided. For 2 year working families and 30 hours working families funding you will need to obtain a code from HMRC. Full details of how to obtain this can be found at <https://www.childcarechoices.gov.uk/>. Providing false information or failure to complete the form may result in funding for your child being withdrawn by Herts County Council. The parent or legal guardian will then be liable to repay the funding amount.
- 7.10 Albany Montessori Nursery reserve the right to revise these Terms and Conditions at any given time. You will be notified in writing of these changes within half a term them being made.

8. **Walk Permission**

8.1 Permission is given for the child detailed below to be walked to Verulamium Park during school hours.

9. **Photographs and Other Media**

9.1 From time to time we take photographs and/or videos of the children for things such as learning journals and general marketing purposes. We may also film end of term assemblies, productions and project celebrations. Your child's name or any other identifying information will never be used for any marketing purposes. By signing this form you give us your consent to allow this to happen. You may withdraw this consent at any time in writing by post or email. Our written reply will confirm us understanding this withdrawal of consent.

- I consent to photographs being used for marketing purposes – no identifying information will be used.
- I do not consent to photographs being used for marketing purposes.

10. **Emergency Medical Treatment**

10.1 I give permission for a suitably qualified First Aider to administer First Aid to my child, or take my child to Accident and Emergency, or call for medical assistance and to sign on my behalf any consent forms required by medical authorities, if they know that it would not be advisable to wait for my own signature. I do this knowing that every reasonable effort has been made to locate me and that my child's medical needs are paramount in this situation.

10.2 Please note that in the event of your child being injured or taken ill whilst at Albany Montessori School, a member of staff would immediately attempt to contact the child's Mother, Father or carer. If unable to make contact, staff would then try the emergency contacts you have nominated. If a child needs to go to hospital than an ambulance will be called. A member of staff will accompany the child and take the child's profile with them

11. **This agreement**

9.1 We ask that you sign below. However, acceptance of a place with us will be deemed as acceptance by you of these terms and conditions.

Signed By \_\_\_\_\_ Name (please print) \_\_\_\_\_  
Relationship to child \_\_\_\_\_ Child's Name \_\_\_\_\_  
Date \_\_\_\_\_

***We recommend that parents retain a copy of this form for their records***

*Updated: March 2019*

Please find our **10.1b Privacy Notice and 10 10 Information Sharing** policy on our website at <https://www.albany-montessori.co.uk/policies.html>