

Terms & Conditions

September 2016

**Terms & Conditions**

Please keep for future reference

 **1. Definitions**

In these Terms and Conditions the meaning of the following expressions is:

**Acceptance Form:** The form provided by the School for Parents to complete when accepting a place for their child at the School.

**Additional charges**: Items not included in the Fees, for example after school clubs, school trips, school bus and lunch.

**Child**: A child admitted by The Montessori Place to receive education during normal hours during term time.

**Deposit:** The sum payableon account in accordance with Clause 3.

**Fees**: The charges for tuition at The Montessori Place as amended from time to time.

**Fees in lieu of notice**: The full Fees for a School Term at the rate that would have applied had the child attended. This is not limited to the parental contribution in the case of a bursary or assisted place.

**Parent**: One or more of the signatories to the Acceptance form and includes any guardian who has so signed.

**Payer**: The individual/s paying the Fees.

**Sibling discount**: A discount of 10% of the Fees payable by the Parent for the second and subsequent children from the same family.

**Term**: The academic terms of The Montessori Place as varied from year to year.

**Term’s notice**: Written notice given not later than the first day of the particular Term which immediately precedes the Term for which the Child is to be withdrawn from attending school and to which the notice relates.

**School**: The classes operated by The Montessori Place at 45 Cromwell Road, Hove, BN3 3ER and Easons Green, Framfield, E Sussex TN22 5RE.

**2. Agreement**

A legally binding Agreement is made when the completed Acceptance Form and Deposit are received by The Montessori Place. In entering into this agreement each Parent and Payer agrees to be bound by these Terms and Conditions.

**3. Deposit**

A Deposit is payable on acceptance of a place at the School.

The Deposit will form part of the general funds of The Montessori Place.

It will not be refunded if the place is not taken up.

The Deposit may be waived at the discretion of the Directors where a bursary is granted.

The Deposit will be held until the end of the Child’s final term in The Montessori Place and will be refunded as soon as is practicably possible after this, less any outstanding Fees due to the School.

No interest will be paid on the Deposit.

**4. Fees**

Fees are payable in advance on or before the first day of each Term following the issue of an invoice by the School.

The first term’s Fees are payable on acceptance of the Child’s place.

The payment of School Fees is the joint and several liability of each individual who has signed the Acceptance Form.

An administration charge will be made for payments refused by the Payer’s bank.

Payment of Fees will not be accepted in cash.

Additional charges will be collected by the School.

Fees will not be refunded or waived for absence through sickness or holiday of the Child or any person connected with the Child. The School reserves the right to exclude a Child and/or terminate the Agreement for persistent or substantial absence.

The School reserves the right to increase Fees on giving no less than one full Term’s notice.

The School reserves the right to inform any fee-paying school to which the child transfers of any Fees which are outstanding.

The School reserves the right to take into consideration outstanding Fees or the frequent late payment of Fees when allocating places in the Elementary Community or Adolescent Programme.

The School reserves the right to conduct credit checks on either the Payer or Parent in the event of non-payment of Fees.

The School reserves the right to charge interest on Fees which are overdue after the first day of term at an annual rate of 8% above base rate which is a genuine pre-estimate of the cost to The Montessori Place of a default. Cheques will be presented immediately and will not be considered payment until cleared. Any sum tendered that is less than the sum due may be accepted by the School on account only. Late Payment charges will be applied to any unpaid balance of Fees.

An agreement with a third party, such as a grandparent, to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults. The School reserves the right to refuse a payment from a third party.

The School reserves the right to exclude a child from the school premises and any and all classes or activities while Fees are unpaid, on 3 days written notice; or to terminate this Agreement at any time (whether or not the School has agreed an extended time for payment) and exclude a Child permanently if the amount of fees outstanding and unpaid is substantial or non-payment is persistent.

There will be no rebate or repayment of fees in relation to a Child excluded for any reason.

Any agreement by the School to accept payment of current and/or past Fees by instalments is concessionary and will cease automatically in the event of any default for thirty days or more. On ceasing, the full amount of Fees then due shall be immediately payable and interest will start to accrue at the rate for late payment (see above).

A Sibling discount will apply for Children attending the school.

The Parent must promptly pay to the School the amount of any government subsidy deducted by the School from the termly fee invoice to the extent that the Local authority does not promptly pay the same to the School.

**5. Withdrawal:**

A full Term’s written notice that the Child will not be returning to the School after the end of a Term must be sent to the Directors (other than at the normal leaving date).

If a full Term’s written notice is not received by the Directors, a Term’s Fees in lieu of notice will be due to the School.

Written notice will only be effective if received and acknowledged in writing by the Directors within 7 days of receipt. The Parent must contact The Montessori Place promptly if no such acknowledgement is received.

If Parents cancel their acceptance of a place before the entry date or their Child does not join the School after a place has been accepted and not cancelled, the first Term’s fees and the Deposit will be retained by The Montessori Place. Cases of serious illness or genuine hardship may receive special consideration on written request.

**6. Notice of Withdrawal from Additional Lessons or Tuition**

Where a Child receives extra lessons or extra-curricular tuition of any kind for which Additional Charges are payable and the Parent wishes the Child to stop receiving such lessons or tuition the Parent must notify the Directors before the end of the preceding Term.

If the Parent fails to give notice before the end of the preceding Term they will be required to pay the Additional charges due for that term even when the Child is no longer receiving the extra lessons or tuition.

**7. Emergency Closure**

If The Montessori Place has to close temporarily due to emergency or to close access to some or all pupils for reasons outside the it’s control, the School will take all steps reasonably within its control to minimise any disruption to pupils or parents but the school Term will not be extended, nor will any part of the Term’s Fees be refunded.

If circumstances shall arise in which it is likely that any such closure will continue beyond the first date of the next Term after closure, then the School will notify parents in which case neither the School nor the Parent or Payer will have any liability to the other to provide education or to pay Fees in lieu of notice in respect of such next Term.

**8. Medical**

The Parent will supply full and accurate details of the Child’s medical history in the form requested by the School and will notify the School immediately if there are any changes to the information supplied in this form.

**9. Learning Difficulties**

The Montessori Place will do all that is reasonable in the case of each Child to detect and deal appropriately with a learning difficulty which amounts to a “special educational need”. Our staff, however, are not qualified to make a medical or psychological diagnosis.

Parents must notify the Directors in writing if they are aware that their Child has a learning difficulty.

If, in the professional judgement of the Directors and after consultation with the parents, it is decided that the School cannot provide adequately for a child’s special educational needs, Parents will be asked to withdraw the Child without being charged Fees in lieu of notice.

**10. Parental Responsibility**

The Parent will notify the Directors immediately of any parental responsibility agreement or court order relating to the maintenance custody privacy or well being of the Child. In the absence of such a court order, the School will treat each parent with parental responsibility as having equal rights to receive relevant information about the Child.

The School staff may act in loco parentis and take and/or authorise in good faith all decisions that safeguard or promote the welfare of the Child whilst the Child is at the School such decisions shall include but not be limited to consenting on behalf of the Parent to the Child receiving emergency medical treatment if the Parents cannot be contacted in time.

**11. School Responsibility**

The Montessori Place undertakes to offer a Montessori education which adheres to Association Montessori International (AMI) standards for schools.

The Schools accept no responsibility if a Child is unable through lack of competence to complete schooling or for any effect on the future development or ultimate career of a Child if they are not able to achieve a particular level of educational attainment.

**12. Complaints**

In the event of a complaint which the Parent is unable to resolve satisfactorily, the Parent must put the complaint in writing to the Directors within 14 days. The complaint will be dealt with in accordance with the School’s published procedure.

**13. Insurance**

Parents are responsible for insurance of the Child’s personal property whilst at school

The School accepts no responsibility, other than through its own negligence, for any loss or damage to the property of any Parent Payer or Child whilst on School premises or on any School outing and the liability of the School arising out of its negligence shall be limited to £200 per any one item.

**14. Data Protection and Intellectual Property**

Personal data provided by the Parent or Payer will be used by the School for the purposes of fee billing and collection, maintaining pupil records and providing information to third parties as required in connection with the provision of the Child’s education.

The School expressly reserves and retains all copyright and other intellectual property rights in and to any material supplied to or made available for the use of any Child or Parent in whatever form. The Parent hereby consents to the School retaining storing and using for educational purposes any and all material created by any Child in connection with School purposes and to the School using any such material in publicity or on any website or in other media.

**15. Communications**

Parents must promptly notify the School of any change of address of any person who has signed the Acceptance Form. Communications will be sent by the School to the address shown in its records and unless other arrangements are agreed, the School shall be entitled to treat any communication from the School to any person who has signed the Acceptance Form as having been made to both or all such persons.

The School may communicate with the Parent or Payer by electronic means including providing them with information about the Child, the School and sending marketing information unless the Parent or Payer requests in writing that it does not wish to receive such information by electronic means.

**16. Variation of the Terms and Conditions of the Agreement**

The offer and acceptance of a place are made on the basis that any successful school needs to develop and that the School may make reasonable changes to these Terms and Conditions on giving at least one Term’s notice in writing.

No person apart from the Directors is authorised to make any statement or representation on behalf of the School or to waive or amend these Terms and Conditions and no such statement representation waiver or amendment shall be effective unless in writing signed by a Director.

The School only provides education and services to pupils in accordance with these Terms and Conditions, which are hereby expressly incorporated into any and all contracts entered into by the School with any Parent or Payer, to the exclusion of any other terms.

In signing the Acceptance Form each Parent and Payer acknowledges that there is no other warranty representation or other term or condition applicable to the School’s provision of education and other services other than the Acceptance Form and these Terms and Conditions. No statement or other stipulation appearing in any brochure or website forms part of this agreement.

**17. Force Majeure**

Where the School is unable to perform its obligations in these Terms and Conditions due to an external event outside of its control, acting prudently, it shall be relieved from performing those obligations for the duration of the external event.

The School will notify the Parents of the external event as soon as reasonably practicable and will use all reasonable endeavours to remove or minimize the effect of the external event.

**18. Removal at Request of School**

If the Child’s behaviour is disruptive or potentially puts other children or members of staff at risk the School will advise the Parent and if no effective remedial steps are available and if, in the professional judgement of the Directors and after consultation with the parents, it is decided that the School cannot provide adequately for a child’s behaviour, the Parent will be asked to withdraw the Child without being charged Fees in lieu of notice.

**19. Reports/References given for the Child**

The School will prepare, at its discretion, reports and may from time to time provide a reference on request to a third party or other school for the Child or a parent both of which it will prepare with reasonable care and skill but the School will not be liable for any loss or detriment suffered by the Child or the Parent or Payer arising directly or indirectly from any report or reference produced.

**20. Claims against the School**

Any liability arising from a claim by the Child or any other person against the School for failure to provide the education to be expected will be limited to the amount of the School’s insurance for such a claim at that time.

This Agreement does not confer any rights on any person not a party to this Agreement. No person who is not a party to this Agreement is entitled to bring a claim against the School. The Contracts (Right of Third Parties) Act 1999 does not apply.

**21. School Policies**

A complete set of the School’s policies are available on The Montessori Place website.

Without prejudice to the entitlement of the School to suspend or require the removal of a Child under these Terms and Conditions, no policy as amended from time to time shall form part of these Terms and Conditions.

**22. Law**

This Agreement is subject to English law and each Parent or Payer submits to the non-exclusive jurisdiction of the High Court in England and Wales.