

WALTHAMSTOW MONTESSORI SCHOOL LTD (WMS) TERMS & CONDITIONS

This document is the Terms and Conditions that apply in respect of all pupils attending WMS including those who access the various Government funded entitlements at WMS. It does not affect your statutory rights as a parent / guardian.

Please read this document carefully before signing to ensure you are aware of and understand the contents.

Please note that:

- WMS is registered with and inspected by OFSTED / DfE and insured by Dot to Dot Insurance (underwritten by Aviva).
- All WMS policies can be found on the school's website. We are required to have a lot of policies - we strongly recommend that you familiarise yourself with the Safeguarding Policy, Behaviour Policy, Medicines Policy, Complaints Policy, Illness & Infections Policy and the Leavers Policy.
- There is no requirement on Early Years providers to offer Government-subsidised free places, or to deliver them on particular days of the week or at particular times of the day or to offer all the free entitlements.
- WMS currently participates in the various 'working family' funding schemes and the 15 hours 3&4 year old universal funding scheme (collectively referred to as "the Schemes") for 38 weeks per year. WMS does not offer what is known as a 'stretched offer' over more weeks per year.
- WMS operates Holiday School during some weeks of the Christmas, Easter and Summer Holidays and sometimes during half term holidays. Holiday School is offered entirely subject to demand.
- Should WMS decide to withdraw from the Schemes, we would use our best endeavours to give as much notice to parents / guardians as reasonably practicable but this could be short notice if Government requirements or funding change at short notice. Withdrawal would mean parents become solely responsible for payment of fees should they keep their child at the school.

Definitions

Extra Activities and Specialist Tuition: WMS provides a Montessori start in life to young children. Your child will take part in a wide range of activities, for which we make a charge, including events, celebrations, cookery sessions, dancing, special visitors to the school, specialist Montessori tuition, specialist Forest Schooling and other specialist tuition including music, Italian and tennis. These items are classified under DfE early education and childcare guidance (A1.33) as "extra optional activities such as events, celebrations, specialist tuition (for example music classes or foreign languages) or other activities that are not directly related or necessary for the effective delivery of the Early Years Foundation Stage (EYFS) statutory framework."

Food consumables charges: A fixed charge for each morning session and for each afternoon session.

Non-food consumables charges: A fixed charge for each morning session and for each afternoon session covering items such as sun cream, nappy sacks, wipes and waste removal / nappy disposal costs.

All Places

1. Admission to WMS for all children is subject to the options for patterns of attendance that we make available¹. These are published on our website in the Admissions/Fees section to enable you to make an informed choice of provider.
2. Admission to WMS and payment of fees is for full terms only. We are unable to arrange staffing to accommodate family holidays and other reasons for late starts and early finishes within term-time.
3. Our application process is as follows:

¹ Staffing resources, staff costs, staff availability, our lease restrictions and the financial viability of the school as a commercial enterprise form the basis for setting our attendance patterns.

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- a. Complete an application form and pay £75 administration and settling-session fee;
 - b. Visit the school for a show-around;
 - c. Either:
 - i. Confirm your preferred attendance pattern; or,
 - ii. Confirm within 7 days that you do not wish to take up a place, in which case we will refund your £75;
 - d. Subject to availability, receive an offer of a place.
4. Whilst WMS will try to accommodate short-notice requests for changes to attendance patterns, availability of places is complex due to Government staff-to-pupil ratios and therefore **a term's written notice is required** should you need to reduce or increase your attendance pattern.
5. **Additional ad-hoc sessions** may be booked but they **are strictly subject to availability** of spaces and there being sufficient staff to comply with staff-to-pupil ratios. These sessions are payable immediately upon booking.
6. Our fees comprise a Core Charge plus an Extra Activities and Specialist Tuition Charge plus food and non-food consumables charges, all of which are shown separately in our invoices. Our Core Charge is a fixed hourly charge for unfunded hours. For funded families it is the funding rate we receive for your child for funded hours (which will appear on your invoice as zero cost).
7. Our fees do not vary with the age of your child. This ensures that, apart from general increases, fees remain level as your child progresses through the school.
8. All charges are subject to change and you can find current charges on our website in the Admissions/Fees section.
9. We may offer payment of fee invoices in instalments, but you agree that fees for each term are due and payable in advance and that we may withdraw the option of payment in instalments at our discretion.
10. You will receive an invoice before the beginning of each term, which must be paid in full by the instalment dates shown on the invoice. A fee of £75.00 per week will be charged for each outstanding week that fees/instalments are overdue and repeat late payments will result in the withdrawal of the option to make payments by instalment. Late payment fees may be deducted from any deposit held. Please note that your child will not be able to attend while any instalments or late payment fees are outstanding.
11. If your child does not attend during contracted periods for any reason, including illness or holidays (including late starts / early finishes to a term), fees remain payable and are not refundable.
12. If you have not received your invoice for the next term, it is your responsibility to bring this to the attention of the school office and to reconfirm your email address so that a replacement can be issued. Late payment charges apply as normal.
13. **Regardless of your child's age, should you wish to terminate your child's place at WMS, you must give a full term's notice in writing** – this means by the first day of the last term the child will attend (for example by the first day of the April term if your child will not be returning in September). You agree that you will be liable to pay the full cost of your child's place for the next term should your child be withdrawn without the required notice. Any deposit held for your child's place may be used by WMS against any sums owing to WMS.²

Funded Places

² Staff are also required to give a term's notice should they wish to leave our employment. By asking you to do the same, we are able to plan staffing capacity a term ahead and maintain our financial viability.

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14. The number of places available each term (funded or otherwise) is subject to availability. Should we not have availability, either at all or for the attendance pattern you require, we shall signpost you to alternatives that we are aware of. A child currently accessing a funded place in one term may not automatically be able to participate the following term. Written notice will be provided to the parent if that is the case.
15. WMS currently offers funded places every day on a 38-week per year term-time basis. Depending upon the Scheme that applies, you will therefore be entitled to funding for 570 hours or 1140 hours per year which equates to a maximum of 15 hours or 30 hours per week.
16. Funding is not available during Holiday School. Normal Holiday School fees will be charged if your child attends.
17. Should non-attendance or any other cause result in non-payment of funding by the Local Authority you agree that you shall be liable to make up the shortfall.
18. Additional private paid hours do not have to be taken in order to access funded hours. Fees for hours used in excess of your funded hours will be applied to your child's attendance once you have used up your funded hours entitlement(s). All invoices will clearly and transparently show which hours are funded under the Schemes and which hours are not.

19. The Department for Education make clear that funding is not intended to cover the cost of food/snacks, other consumables, additional hours or additional services / activities. It is your right to opt out of chargeable extras and the associated consumable or activity for your child and we are required set a policy of providing options for alternatives should you do so.

Should you choose to opt out of chargeable extras: you will need to book an appointment with us to discuss alternative arrangements for supplying your own nappy sacks, wipes, sun cream and snacks; we will provide your child with the core early years foundation stage statutory framework but they will not be entitled to take part in Extra Activities and Specialist Tuition and will not be entitled to tuition from a qualified Montessori teacher.

Therefore we publish our prices and respectfully ask you to choose to pay them in the full knowledge that you have selected WMS because of the special environment we provide, the Extra Activities and Specialist Tuition we offer and because of the staff we employ and the specialist qualifications many of them hold. (Please make sure you have read the Definitions section at the beginning of this document and paragraph 6 above .)

20. If you are eligible for working family funding, you will need to set up a Childcare Account on the Government Digital Childcare Service to obtain an eligibility code: <https://www.gov.uk/sign-in-childcare-account> in the term before the funding is required.
21. You agree that we may ask the Local Authority to check to if your child is eligible for additional funding in the form of Early Years Pupil Premium. Where applicable, EYPP will be paid to WMS "to improve the education they provide for eligible two, three and four-year-olds". Pupil Premium cannot be used to reduce fees.
22. The WMS application process for Funded Places is as follows:
 - a. Complete the steps set out in paragraph 3 above;
 - b. Obtain and supply us with your 11-digit funding eligibility code;
 - c. When requested to do so, complete, **sign and return a Consent Form**, which gives WMS consent for your details to be used to check eligibility for Early Years Pupil Premium where applicable and to validate your code for funding. When returning the Consent Form you will need to:

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- i. Provide proof of your child's name and date of birth using a birth certificate or passport. (Documents seen by WMS must be originals, not copies.);
 - ii. Provide a National Insurance number(s) and date(s) of birth for the applying parent(s) / guardian(s); and,
 - iii. Provide proof of your address.
 - d. WMS complete and submit to the Local Authority a Parental Declaration Form which is sent to you for checking and signing.
23. Under Government rules, it is your responsibility to confirm that you are still eligible for a funded place every three months. Without confirmation, WMS is unable to continue to provide your child with a funded place.
24. If your circumstances change and you lose eligibility for a funded place, the Local Authority will honour the funding for a 'grace period'. At the end of this grace period you will revert to the unfunded cost of the place for your child's attendance should you wish to continue at WMS. Please note that the usual notice provision applies (see paragraph 13).
25. All offered places at WMS are secured upon payment of a refundable deposit. Should your child fail to take up their place, the deposit will be forfeited. Your attention is drawn to paragraphs 13 and 33 of this document.

Absence from School

26. You are required to notify the school office by the time your child is due to arrive of any absence and the reason for absence. Please note that: this applies to children of all ages; WMS registers may be inspected by the Local Authority; and, unauthorised absences (which includes holidays during term time) may jeopardise your entitlement to funding.

Sickness

27. WMS does not have the facilities or the personnel to accommodate children who are unwell or who become unwell while at school.
- a. Children should not be brought in to school if unwell - this includes sore throats, raised temperatures, vomiting, diarrhoea, rashes, discharge from eyes, head lice, colds, covid or any suspected infections.
 - b. You agree that WMS may refuse entry to any child who appears unwell and you acknowledge that WMS and you as a parent/carer owe a duty of care to other pupils and to WMS staff to minimise the spread of illness.
 - c. Children must be free from symptoms for a minimum of 24 hours before returning to school.
 - d. Children that have **vomited or had diarrhoea must be free from symptoms for 48 hours before returning to school.**
 - e. If your child becomes ill during a school session, you will be notified promptly and you agree to make arrangements to collect your child as quickly as possible.

Emergency Medical Treatment

28. In the event of an accident/injury, you will be asked to sign the WMS accident book and will be informed of the nature and cause of the injury and any treatment received. In the event of an emergency, every effort will be made to contact you as soon as possible. The wellbeing of the children in our care always takes priority and if we feel it is necessary to take/send a child to hospital before you arrive we will do so in accordance with our Illness and Infections Policy.

Medication and Allergies

29. We are not permitted to administer any medicines to your child unless you have completed a 'Parental Agreement for WMS to Administer Medicine Form' (available on the WMS [website](#)). Please refer to our Medication Policy for more information.

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30. You agree to inform the school in writing of any special dietary requirements or allergies. In the case of particular foods being required, you agree to provide these in a clearly marked container; this includes soya or goat milk and gluten-free foods. All children staying for lunch must bring a suitable **packed lunch** including a drink. **Fizzy drinks, chocolate, sweets, nuts and nut products are not permitted.** All lunchboxes/containers must be labelled with your child's name.

Contact details / Photos / Collection Procedure / GDPR

31. You are responsible for completing the WMS [New Starter Form](#) at least two weeks before your child attends for their first day. This includes providing contact details including mobile phone numbers, email addresses and photographs of all parents, carers and others who are authorised to pick up your child. It is essential that you keep these up to date. **Notifying staff of changes at the school entrance is not sufficient;** all changes must be notified to office@walthamstowmontessori.com.
32. The WMS New Starter Form asks you what permissions you give as regards photographs of your child. Aside from what you agree to in the New Starter Form, you hereby acknowledge that photographs of your child may be taken to support and evidence their learning and you confirm your consent to this. These photographs will not be published or distributed to third parties other than in accordance with the permissions you give in the New Starter Form.
33. Children must be collected promptly at the end of their sessions. It can be distressing for a child to be the last one in the building and will impact WMS staff collecting their own children and upon staffing costs. A charge of £10 per each 10 minutes late will be levied and may be deducted from any deposit held.
34. We reserve the right to keep your child at school should there be any doubt over the identity or authority of an individual who wishes to collect them.
35. WMS is required by law to keep, process and share certain information about its pupils and parents. The WMS GDPR Policy is available on the school website. The school may, from time to time, be required to share personal information about its pupils with other organisations, mainly the Local Authority, OFSTED / DfE, other schools, children's services, the police and other third parties.

Jewellery and Valuables

36. These are not permitted at the school and responsibility will not be taken for loss or damage under any circumstances.

Clothing

37. Your child should be sent to school in clothing which encourages their independence and therefore is easy for them to remove. Please avoid lace-up shoes. All clothing must be marked with your child's name. The school uniform is simple, practical and traditional Montessori clothing - black plimsolls to be worn indoors with a gingham smock. The smock may be purchased directly from WMS along with school bags. A spare set of clothing must be brought to school in a small drawstring shoe bag clearly marked on the outside with your child's name. This should contain nappies or pull-ups where necessary.

School Property

38. Should your child bring something belonging to the school home with them (it happens), please return it as soon as possible. Seemingly insignificant objects may well be part of a Montessori set which is very expensive to replace.

Variation

39. We may vary this Agreement at any time in order to reflect or to give effect to any new or amended legislation, to Department for Education or Local Authority guidance or to changes to Local Authority terms and conditions pertaining to the provision of our services or to funding.