

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.
- 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," but we regard them as fundamental to the experience that your child will have at Walthamstow Montessori School.

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.

IT IS AGREED:

Nursery Management App

1. All parents / guardians agree to download the **Famly** nursery management app:
 - a. to manage your child's account including permissions, allergies and absences
 - b. to see your invoices / payments, and
 - c. to receive communications - personal, by class and school-wide - from us directly to your phone including emergency notifications, head-bump notifications (all head-bumps are immediately reported to parents) and our weekly newsletter with important announcements.

You will be sent an invitation to login to Famly before your child starts. Please note that Famly requires a different email address for each parent/guardian if more than one.

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Attendance, Application and Fees

2. Attendance is for a minimum of three days per week including a Monday and/or a Friday. Morning-only attendance is available only to under-threes. Session times are published on our website in the Admissions / Attendance Options section to enable you to make an informed choice of provider.
3. WMS is open for 38 weeks per year over the Autumn, Spring and Summer Terms. We also operate Holiday School during the Christmas, Easter and Summer Holidays and sometimes during half term holidays. Holiday School dates are offered subject to demand.
4. **Please note that admission to WMS and liability for payment of fees is for full terms** even though we may invoice you for parts of a term to assist with your cashflow.
5. Our application process is as follows:
 - a. Complete an application form;
 - b. Visit the school for a show-around;
 - c. Confirm that you would like a place and your expected start date and attendance pattern;
 - d. Subject to availability, receive an offer of a place;
 - e. Your child's place is confirmed upon (i) payment of deposit; (ii) completion of our Identity and Early Years Funding Information Form; and, (iii) signing WMS terms and conditions.
6. All offered places at WMS are secured upon payment of a refundable deposit. Your attention is drawn to sections 20 and 40 of this document.
7. 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 change your child's attendance pattern.
8. **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.
9. Our fees comprise:
 - a. an hourly Core Charge; plus
 - b. an hourly Extra Activities and Specialist Tuition Charge; plus
 - c. morning and afternoon food and non-food consumables charges.

All of these are shown separately in our invoices as required by Government.

The Core Charge is a fixed hourly charge for unfunded hours. For funded families it is the funding rate we receive for your child for their funded hours and it will appear on your invoice as zero cost.

10. 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.
11. All charges are subject to change and you can find current charges on our website in the Admissions/Fees section.

Notice to Terminate Your Child's Place – please read carefully

12. If you do not wish to take up your child's place you must give us at least two calendar months' written notice before the first day of the term in which they were due to start. If notice is not properly given, you agree to pay

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50% of the fees, including any funding income which we would otherwise have received for your child's place, that would have been due for that term (excluding food and non-food consumables charges).

13. Your child's place is reserved in advance for a full term at a time. If you wish to withdraw your child from WMS, you must give one full term's written notice. This means notice must be received **by the first day of the final term** your child will attend, i.e.
- by the first day of the September term if your child will not be returning in January;
 - by the first day of the January term if your child will not be returning in April;
 - by the first day of the April term if your child will not be returning in September; or
 - if your child joins WMS part way through a term**, on or before their start date.
14. **Notice to terminate must be given for ALL children regardless of your child's age** – some children stay with us beyond compulsory school age.
15. If the required notice is not given, you remain liable for the fees for the following term (excluding food and non-food consumables charges) including any funding income which we would otherwise have received for your child's place.
16. You accept that the notice requirement and your continuing liability for fees are reasonable and necessary to enable WMS to plan staffing levels, to comply with statutory staff-to-child ratios and to maintain the financial viability of the school.

Invoicing

17. Term-time invoices are issued and are payable as per the table below. Holiday school invoices are payable within 7 days and in advance.

Term	Fees for the month of:	Invoice date	Payment date
Autumn	September	July 1 st	July 7 th
Autumn	October	September 1 st	September 7 th
Autumn	November	October 1 st	October 7 th
Autumn	December	November 1 st	November 7 th
Spring	January	December 1 st	December 7 th
Spring	February	January 1 st	January 7 th
Spring	March	February 1 st	February 7 th
Summer	April	March 1 st	March 7 th
Summer	May	April 1 st	April 7 th
Summer	June	May 1 st	May 7 th
Summer	July	June 1 st	June 7 th

18. **Please note that your child will not be able to attend school while any fees are outstanding.**
19. Interest is payable on late payments at 2% above the Bank of England base rate and may be invoiced or deducted from your deposit after your child leaves the school.
20. Sums owed to WMS may be deducted from any deposit held for your child's place.
21. If your child does not attend any contracted sessions for any reason, including illness or holidays, fees remain payable and are not refundable. Should absences or other cause result in public funding being withdrawn, you agree to reimburse us the equivalent amount. If you give us more than one week's notice of absence we will either not invoice you for or will reimburse you for food and non-food consumable charges for the period of absence.

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Settling

22. We employ sufficient staff to ensure that we meet statutory staff-to-pupil ratios for all children for the sessions for which they are booked. During your child's settling-in period, it is entirely normal for attendance to build up gradually. However, as your child's place and the necessary staffing have been reserved, fees remain payable for all booked sessions whether or not your child attends.

Funded Places

23. 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.
24. Funding is not available during Holiday School. Normal Holiday School fees will be charged if your child attends.
25. 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.
26. 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 to 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. Your child will not be entitled to take part in Extra Activities and Specialist Tuition as outlined in these terms and conditions and will instead receive the Early Years Foundation Stage statutory framework only and we will provide you with an alternative set of terms and conditions to sign.

Therefore, we publish our charges clearly and transparently so that you can make an informed choice before accepting a place at WMS. By signing these Terms and Conditions, you confirm that you have chosen to pay for the chargeable extras because you wish your child to benefit from the distinctive educational environment that WMS provides, including our Extra Activities and Specialist Tuition incorporating Montessori teaching.

27. 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. You must do so before the published deadline for each term.
28. You agree that we may ask the Local Authority to check 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.
29. The WMS application process for Funded Places is as follows:
- Complete the steps set out in section 5 above;
 - Obtain and supply us with your 11-digit funding eligibility code;
 - When requested to do so, complete, sign and return an **Identity & Early Years Funding Information Form**, which gives WMS consent and the necessary information required to validate your eligibility code for funding. When returning the Consent Form you will need to:
 - 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.);

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- 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, which must be less than three months old.
- d. WMS complete and submit to the Local Authority a Parental Declaration Form which is sent to you for checking and signing.

This process is repeated each time your child's attendance pattern changes.

30. If your circumstances change and you lose eligibility for a funded place or if you fail to renew your code **(which you must do every three months)**, the Local Authority will honour the funding for a 'grace period'. At the end of this grace period your child's place will be charged as an unfunded place. Please note that the usual notice provisions (sections 12-15) will apply in these circumstances.

Absence from School

31. 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

32. WMS does not have the facilities or the personnel to accommodate children who are unwell or who become unwell while at school. In the event of illness, the following provisions apply:
- 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.

School Closure

33. If WMS is required to close, delay opening, close early or otherwise restrict its normal operation because of severe weather (including extreme heat, snow, flooding or storms), epidemic or pandemic illness, government or local authority requirements, interruption to utilities or other essential services, or any other event beyond WMS's reasonable control where WMS reasonably considers such action necessary for the safety or wellbeing of children or staff, fees shall remain payable in full and no refund, credit or reduction of fees shall be due.
34. Where such disruption continues for an extended period, WMS will use its best endeavours to continue providing educational activities remotely or by such other alternative means as it reasonably considers appropriate (as was the case during the Covid-19 pandemic), although WMS does not guarantee that all aspects of its normal services can be provided in those circumstances.

Emergency Medical Treatment

35. In the event of an accident/injury, you will be asked to sign an accident form (either a paper copy or via Family) 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.

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Medication and Allergies

36. 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.
37. 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

38. 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 or made by you in the Family app.
39. We will ask you what permissions you give as regards photographs of your child. Aside from what you agree to expressly, 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 express permissions you give.
40. 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 impacts 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.
41. 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.
42. 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

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

Clothing

44. 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

45. 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.

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Variation

46. 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.