

## The agreement

The Application Form and the Parent Contract & Terms and Conditions represent the understanding between the Nursery and the Parent(s)/Guardian(s). The signing of the Parent Contract & Terms and Conditions gives rise to a legally binding contract on the above terms between you and the Nursery and constitutes commencement of the Agreement. Any breach of the Parent Contract & Terms and Conditions will result, if necessary, in your child's place being withdrawn and possible court action to recoup any money owed to the Nursery.

## Terms and abbreviations used within this document

The term 'Parent' or 'Parents' represents any parent, carer, guardian or other person or persons with legal responsibility for the child.

'We' or the 'Nursery' represents the Westwood Montessori and the Montessori Main Office.

IMP(F) – Integrated Montessori Package (Fee)

EYFS – Early Years Foundation Stage

FEEE – Funded Early Education Entitlement

PAF – Parent Agreement Form

## Other sources of information relating to these Terms & Conditions

Admissions Policy

Confidentiality Policy

Equality Policy

Healthy Eating and Nutrition Policy

Packed Lunch Policy

Fee Information Sheet

Opting-out Information Sheet

Government website - [Best Start in Life](https://www.beststartinlife.gov.uk/) - <https://www.beststartinlife.gov.uk/>

## Absences

Fees are payable in advance for all sessions booked. No refunds will be made if a child is absent from the Nursery, whether the absence is due to illness, holidays or other such reason.

## Abuse to Staff

We will not tolerate any form of bullying, harassment, intimidation, or violence towards any staff member. This is behaviour or language (written or spoken) that could cause our staff to feel afraid, threatened, harassed or abused and includes threatening emails, telephone calls, meetings, and comments on social media or elsewhere.

If a Parent intimidates or acts in an aggressive way towards a staff member, they will be asked to leave the premises immediately if on site or communication will be terminated immediately. This may result in the loss of the child's place at the Nursery. More serious incidents will be reported to the police for further action.

## Admissions

Children may attend the Nursery when they reach 6 months of age and can remain with us until they reach compulsory school age. Upon application, if a Nursery place is not immediately available, the child's name will be placed on the waiting list.

It is the intention of the Nursery to make our provision accessible to children and families from all sections of the community. Our Admissions Policy operates in conjunction with our Equality Policy to ensure that is applied in a fair and unbiased manner.

## Application Process

Before applying for a place, Parents are required to visit the Nursery and subsequently complete and sign an Application Form. The Application Form in conjunction with these Terms and Conditions serves as the Parent Contract. The Transition Charge should be paid at the point of application. Applications will not be processed until both the Application Form and Transition Charge been received.

## Absences

When a child will be absent from Nursery, the Parent is required to call or email the Nursery to advise of the absence, giving the reason for absence and the expected length of absence.

Where a child in receipt of the Funded Early Education Entitlement (FEEE) is long-term absent, the Nursery will inform the Local Authority who may take further action.

## Attendance

We offer flexible attendance patterns to accommodate the needs of individual children and families but ask that children attend a minimum of twice per week. This is to ensure that children benefit from continuity and stability in their learning environment. Those wishing to increase the number of sessions their child attends, must notify the Nursery by email and will be advised as to the session availability and potential start date.

## Bank Charges

In the event of a payment being recalled, we will contact the Parent and ask for an alternative payment to be made. Any charges that have been passed onto us by our bank will be included.

## Child Illness

It is our policy that unwell children need to be at home to recover from illness; this includes both infectious and non-infectious illness.

All Parents are required to inform the Nursery if their child has been unwell over the weekend or overnight before a session and if the child has been given medication.

To control the spread of infection the Nursery reserves the right to contact Parents to ask that a child is collected if they appear unwell during the day, or to contact an emergency contact (as advised in the Enrolment form) to collect on their behalf.

### Child's Birth Certificate

All children in receipt of the FEEE are required to provide their original birth certificate for verification. We will be unable to claim funding on behalf of any child if we do not hold the certificate number and date of issue. We request this information at point of entry to the Nursery.

### Data Protection

Any personal information supplied to us will be collected, stored and used in accordance with the principles of the General Data Protection Regulations (GDPR, 2018) and our Confidentiality Policy. We will always seek Parental consent where we need to share information about a child with any other professional or agency.

We are required by law to override any refusal to give consent in specific circumstances where the child or someone in the family may be in danger if we do not share that information, e.g. Safeguarding/Child Protection.

### Deferring or cancelling an offered place

Places are allocated on a term-by-term basis. When a Parent accepts a place for their child, it is expected that the child will start at the beginning of the agreed term.

Any deferrals or cancellations or changes to the offered place require two month's written notice before the start date of the term in question as detailed in the Deferral/ Cancellation Deadlines below. Notice must be provided in writing (by email or letter) to the Nursery Manager.

#### Deferral/ Cancellation Deadlines:

- Child due to start in the Autumn Term: 1 July
- Child due to start in the Spring Term: 1 November
- Child due to start in the Summer Term: 1 February

The Nursery is unable to guarantee that a place will still be available at the requested deferral date and the child will re-enter the waiting list at the same position they left before the offer was made.

If insufficient notice is given, Parents will be liable for the corresponding term's fees. For children for whom the Nursery would have claimed funding, the full unfunded rate of fees will be due.

### Disclosures

Parents must inform the Nursery about any medical and non-medical condition, health problem, allergy or suspected learning difficulty affecting a child. We also need to be informed of any family circumstances or court order that may affect a child whilst in our care. We require that such information is disclosed on each child's Nursery enrolment form. In addition, the Nursery should be informed in writing of any changes to the information held by us (e.g. changes to emergency contacts, allergies, medical conditions).

## Emergency Contacts

Details of all emergency contacts must be given at the point of enrolment and kept up to date thereafter.

In the event of an emergency or child illness, Parents or other emergency contacts must be able to collect children within 30 minutes of receiving a telephone call. If both Parents intend to travel beyond 30 minutes of the Nursery whilst their child is in attendance, they must ensure that they have notified the Emergency Contacts to be on stand-by.

## Fees

Our Nursery fees are set at a competitive level to maintain a sustainable and well-equipped setting. Additional hours, not covered by the FEEE, are charged at our standard rate. Any combination of attendance can be requested though we do insist on minimum attendance of twice per week.

Fees are charged at a flat monthly rate according to the number of times per week that a child attends and any funding entitlement. No adjustment to the fees is made for those who attend on days which are affected by closures such as Bank Holidays, trips and visits or training days. A full list of charges can be found on the Nursery website and is also available from the Montessori Main Office.

Invoices give an annual illustration of fees and funding and detail the amount to be paid each month from April to March. When a child starts part way through a financial year, payments will be due from August to March for a September start or December to March for a January start. The final payment for children leaving for school must reach our account no later than 15 July.

Fees increase annually in April and we will provide written notice of at least one month in advance of fee increases.

## Hours of Operation

The Nursery is open Monday to Friday and offers two sessions:

- School Day – 9.00am to 4.00pm
- Extended Day – 8.00am to 5.30pm

The Nursery is open 51 weeks per year for all-year-round places and 38 weeks per academic year for term-time only places. The Nursery is closed on all public holidays and can be closed for up to three days per academic year for staff continuous professional development training. It is closed for one week at Christmas.

Term dates and closures are published in advance on our website.

## Funding

We provide government funded childcare as part of the [Best Start in Life](#). This funding entitles eligible children to attend a childcare provider and access the Early Years Foundation Stage (EYFS) curriculum. We offer the Funded Early Education Entitlement (FEEE) following the guidelines of the Essex Provider Contract and Handbook. We accept 15 hours and 30 hours of funding for all eligible children. If a child is not eligible for the FEEE our standard charges will apply.

Once a child is eligible for the FEEE, Parents will need to complete a Parent Agreement Form (PAF) every year, stating the exact number of hours per week that the child will be attending and how many hours of funding they wish to claim per week.

These forms are issued by the Local Authority which we send out on their behalf. It is the responsibility of the Parent to ensure that we receive a completed PAF in good time. We will be unable to claim any funding for a child without a completed PAF. The opportunity to adjust claims will be given before the start of each term.

Where a PAF has been signed agreeing to take the FEEE, the Nursery will secure funding for a full term. Funding cannot then be transferred to another provider during the same term unless there are exceptional circumstances and this has been agreed by the Montessori Main Office.

If the Local Authority refuses to pay the FEEE because you are no longer eligible for either 15 or 30 hours funding or because a Parent has over-claimed, they will become liable for the full unfunded rate of fees and the Nursery will invoice the Parent accordingly.

Parents are not permitted to claim more hours per financial year than their child will attend the Nursery.

### Integrated Montessori Package Fee (IMPF)

The monthly fees include the voluntary Integrated Montessori Package Fee (IMPF) which is not covered by the Funded Early Education Entitlement funding. The IMPF is for everything that we offer beyond the EYFS curriculum. This includes specialist activities, tuition and practices as well as qualified, Montessori-trained staff. Real-life opportunities and learning experiences are embedded in our culture, ethos and daily routine and the varied activities that the children enjoy each day. Nappies, wipes and meals are also provided as part of this fee.

Government funding is intended to deliver free, high-quality childcare. It is not intended to pay for the costs of extra services, specialist activities, tuition, meals, drinks, snacks, nappies and other consumables and so the IMPF enables us to offer this difference.

When a child is eligible for FEEE funding but the Parent is unable to afford the IMPF or does not wish to pay the IMPF, they may choose to opt-out of the IMP and the child will be offered a no-frills place. This means that they will still have full access to the EYFS provision and all that is required by us to deliver this, but that that will not be entitled to any of the extras that we offer beyond the EYFS.

Parents commit to the IMP on a termly basis. Those wishing to opt-out of the IMP must notify us before the start date of the next term. This notice must be provided in writing (by email or letter) to the Finance Manager to allow us to plan additional resources and enrichment activities on a termly basis.

## Invoices

Invoices will be issued each year no later than 25th March and will show the breakdown of fees and funding for the following financial year. The amount due will be payable in 12 monthly instalments from April to the following March. When there is a change to a child's sessions and/ or to their funding entitlement, a new annual invoice will be issued and payment will be due at the new rate for the remaining months of the financial year. Payments for school leavers will be due from April to July.

Annual invoices will show the breakdown of fees, and include any funding to which the child is entitled. It is the Parent's responsibility to ensure that the correct sessions and funding eligibility are shown on the invoice.

Invoice reminders will be sent each month on or after 25<sup>th</sup>. These will match the monthly payment amount shown on the annual invoice.

## Late Collection Charge

The Nursery must be informed as early as possible if a child is going to be collected late. This is to ensure that sufficient staff cover can be arranged. If a child remains uncollected after the standard finish time of a session, the Nursery reserves the right to charge a late collection fee as follows: £20 for up to 15 minutes and £40 for up to 30 minutes. Late collection charges will be invoiced and require payment within 7 days.

## Liability

The Nursery accepts no liability for any pecuniary or other loss suffered arising directly or indirectly as a result of the Nursery being temporarily closed or the non-admittance of a child to the Nursery for any reason.

## Meals

Breakfast, lunch and a light tea will be provided to all children who attend at those times and who take up the IMP. Those who do not want to take up the option of a school lunch on any given day are welcome to bring a healthy packed lunch but must ensure that it adheres to our Healthy Eating and Nutrition Policy and our Packed Lunch Policy.

Parents should provide a healthy snack each week to be shared with the other children.

## Non-Payment of Fees

In the event that payment is not received, or if fees are not paid as agreed, or if payment is not forthcoming by a particular date the Nursery reserves the right to terminate and/or amend this contract with immediate effect and withdraw the child's place.

The Nursery reserves the right to pursue non-payment of fees in the small claims court.

## Payments

Fees are payable every month and should be made via Standing Order either directly from a bank account or from a Childcare Voucher or Tax-Free Childcare account. Other payment methods can only be used with prior agreement by the Montessori Main Office and may be subject to additional fees.

Payments should be made within the first two weeks of the corresponding month and must clear our account by the 15<sup>th</sup> each month or the due date given on the invoice irrespective of the method used.

Payments that are late without notice, or remain unpaid within one calendar month of their due date will incur a late payment fee of £50.

Fees are payable by the Parents individually and/ or jointly, who have signed and returned the Application Form, Parent Contract and Terms and Conditions.

## Photography

Any visual images or recordings showing children other than a Parent's own child should not be posted on any social networking sites or blogs.

The Nursery will not photograph any child without prior consent.

## Nursery Closure

On occasion there may be circumstances beyond our control that means the decision has to be taken to close the Nursery. On such occasions, fees will not be refunded.

## Property and Belongings

The Nursery cannot be held responsible for the loss or damage to children's property unless damage is caused due to the negligence of our staff. Every reasonable effort will be made by the staff to ensure that children's belongings are not lost or damaged. Parents should supply sufficient, practical clothing, labelled with the child's full name, for their child's daily needs.

## Reducing sessions

Places are allocated on a term-by-term basis. When a Parent accepts a place for their child, it is expected that the child will attend those sessions for the full term.

If Parents wish to reduce their child's sessions, we require two-months' notice to be given before the start date of the next term (as detailed in the Notice Deadlines below). Notice must be provided in writing (by email or letter) to the Nursery Manager. Fees will remain payable throughout the notice period, even if the child does not attend. This allows us to manage staffing and funding arrangements effectively, and ensures continuity of care for all children.

### Notice Deadlines:

- Child reducing sessions from the start of the Spring Term: 1 November
- Child reducing sessions from the start of the Summer Term: 1 February
- Child reducing sessions from the start of the Autumn Term: 1 July

In lieu of notice, Parents will be liable for the following term's fees. For children for whom the Nursery would have claimed funding, the full unfunded rate of fees will be liable.

## Removal

In extreme cases, and as a last resort, we may require a Parent to withdraw their child from the Nursery permanently on grounds of a child's disruptive or inappropriate behaviour if it is in the best interests of the child and/or other children who attend the setting. We will consult with Parents before making such a decision.

## Security

Under no circumstances will a child be allowed to leave the Nursery with anyone unknown to the staff, unless previously arranged by the Parent. If alternative arrangements are made by telephone, the Nursery will require the name, address and telephone number of the chosen person, as well as proof of identity on their arrival. A password will also be required upon arrival.

## Termination of place

Places are allocated on a term-by-term basis. When a Parent accepts a place for their child, it is expected that the child will remain at the Nursery until they leave to go to school. Parents do not need to inform the Nursery that a child of school age will be leaving at the expected date.

If Parents wish to withdraw their child from the Nursery early, we require two-months' notice to be given before the start date of the next term (as detailed in the Notice Deadlines below). Notice must be provided in writing (by email or letter) to the Nursery Manager. Fees will remain payable throughout the notice period, even if the child does not attend. This allows us to manage staffing, admissions, and funding arrangements effectively, and ensures continuity of care for all children.

### Notice Deadlines:

- Child leaving at the end of the Autumn Term: 1 November
- Child leaving at the end of the Spring Term: 1 February
- Child leaving at the end of the Summer Term: 1 July

In lieu of notice, Parents will be liable for the following term's fees. For children for whom the Nursery would have claimed funding, the full unfunded rate of fees will be liable.

### Leaving Dates for all-year-round places are as follows:

- End of Autumn Term: Last timetabled session of Autumn Term
- End of Spring Term: Last timetabled session of Spring Term
- End of Summer Term (including school leavers): Last timetabled session of August

### Leaving Dates for term-time places are as follows:

- End of Autumn Term: Last timetabled session of Autumn Term
- End of Spring Term: Last timetabled session of Spring Term
- End of Summer Term (including school leavers): Last timetabled session of Summer Term

## Transition Charge

The Transition Charge covers up to two settling in sessions for a child to attend before their agreed start date, as well as two items of uniform.

If an application for a child is withdrawn by the Parent for any reason, the Transition Charge will not be refunded.

In the case of the Nursery being unable to offer a place the Transition Charge will be refunded.

If a child is already eligible for Early Learning for 2-Year-Olds (FEEE2), the settling in sessions can be taken within their funding entitlement. In this case the Transition Charge would not apply and the child would not be given uniform. Parents would then be given the option to purchase uniform for an additional fee.

## Uniform

Two items of uniform will be issued when each child starts at the Nursery as part of the Transition Charge. Further items of uniform can be purchased upon request.

Uniform is not compulsory but is preferred.

## Visits/ Trips

Trip fees for children who attend the Nursery are included as part of the Integrated Montessori Package. Parents or designated carers are expected to accompany their child on such trips. Fees for accompanying adults and additional children are payable and will be invoiced by the Nursery.

The Nursery will be closed on the day of the School Trip as all staff will attend the School Trip. There will be no refund of fees for the sessions that would have taken place that day.