



Paint Pots Montessori Schools Ltd Terms and Conditions

Bayswater/Hyde Park/Chelsea/The Boltons

A Terminology

1. **"The School"/"We"/"Us"** means Paint Pots Montessori Schools Ltd, a company limited by shares, as now or in the future constituted (and any successor) trading as Paint Pots Montessori School, Bayswater, Chelsea, or Hyde Park, as applicable.
2. **"The Principal"** is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Principal have been delegated.
3. **"The Parents"/"You"** means any person who has signed the Acceptance Form and/or who has accepted responsibility for the Child's attendance at the School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e. legal responsibility for the Child) are entitled to receive relevant information concerning the Child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare of the Child.
4. **"The Child"** is the child named on the Acceptance Form. The age of the Child will be calculated in accordance with UK custom.

B The School

5. **Our Aims:** The School is a constantly developing community of children, staff and parents. We are committed to providing a happy and secure environment in which each child can develop at his/her own pace. Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name and to ensure that the children maintain appropriate standards of punctuality, behaviour, discipline and hygiene.

6. **The Child's Health:** Parents must inform the School if the Child has any known medical condition, learning difficulty, special educational need, head lice, health problem or has been in contact with infectious diseases. The Child must not be brought to School if unwell.

C Entry to the School

7. **Admission and Acceptance Deposit:** Children will be considered for entry to the School when the Registration Form has been completed and returned to the Principal and the non-returnable Registration Fee paid. Entry will be subject to the availability of a place. Return of the completed Acceptance Form with your Acceptance Deposit gives rise to a legally binding contract with us on these Terms and Conditions. The Acceptance Deposit will be retained by means of a credit without interest to the final term's fees. For details of circumstances when the Acceptance Deposit will not be refunded see Section G.
8. **Terms and Conditions:** Acceptance of a place is on the basis that reasonable changes may be made from time to time to these Terms and Conditions, which supersede those provisionally in force, and to the level of fees, to the curriculum, to the structure and composition of classes, to the length of School terms, and to the length of School days. Notice of any change will be given as soon as practicable but on occasions it may be less than one term.
9. **Termination of the Contract:** The Child will leave the School at the end of the School year in which s/he reaches age 5. The School may bring the contract to an end at any time upon a term's written notice provided to Parents.

D Pastoral Care

10. **Welfare of the Child:** We will do all that is reasonable to safeguard and promote your Child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your Child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.
11. **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to children in distress or to maintain safety and good order, or in connection with the Child's health and welfare.
12. **Concerns/Complaints:** Any question, concern or complaint about the pastoral care or safety of the Child must be made in the first instance to the supervisor in charge. If the matter cannot be resolved at this level, the matter should be referred to the Principal.
13. **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Child, any learning difficulty, special educational need or emotional or behavioural difficulty, or any family circumstances or court order which might affect the Child's welfare or happiness, or any concerns about the Child's safety.
14. **Belongings:** The Child should not bring money, valuables, sweets or toys with them to the School, as the School does not accept responsibility for loss or damage to such items. A comforter will be allowed. All children will need a change of clothing, a coat and a hat. Hats should be of a design which offers protection both to the face and to the neck. Parents are asked to supply the School with named sun cream for use on their Child only.
15. **Collection:** The School must be informed if someone other than a Parent is collecting the Child. No Child will be allowed to leave the School premises with anyone who has not been given prior permission.
16. **Dietary Requirements:** Each Child attending the School for a full day requires a packed lunch. Parents should advise the School in writing of any dietary requirements or allergies. A doctor's note should be provided if the Child has a medically diagnosed food allergy. We will take reasonable care to ensure that a child with a food allergy or intolerance does not come into contact with certain foods.
17. **Transport:** The Parents consent to the Child travelling by any form of public transport and/or in

a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

18. **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Child or Parents or for loss or damage to property.

E Health and Medical Matters

19. **Infectious Diseases:** Children will not be accepted into the School with an infectious disease and must not return to the School until medically fit. The School reserves the right to send the Child home if he or she becomes unwell whilst under the School's care. It is a condition of acceptance that the Parents leave a daytime contact number.
20. **Medicine:** The School cannot normally administer any medicine to a child unless prescribed by a doctor. The School will maintain a Medical Register which must be signed by the Parents before any medicine is given. We will give separate guidance relating to non-prescriptive dressings or medic-action should the need arise.
21. **Medical Information:** Throughout a Child's time in the School, the Principal shall have the right to disclose confidential information about the Child if considered to be in the Child's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "need-to-know" basis.
22. **Emergency Medical Treatment:** The Parents authorise the Principal to consent on behalf of the Parents to the Child receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Child's welfare and if the Parents cannot be contacted in time.

F Fees and Extras

23. **Meaning:** "Fees" where used in these Terms and Conditions means the termly charge set by the School. Parents will be consulted regarding any extra costs such as day trips or external activities.
24. **Payment:** Our Fees are set to reflect the cost of the service being provided. The Parents undertake to pay the Fees applicable for each term of attendance. Fees are due and payable on or before the first day of attendance. Fees are the joint and several responsibility of each person who has signed the Acceptance Form.

25. **Late Collection:** Parents are required to collect their child promptly at the end of the Child's final session each day. Late collection occurs when a Parent collects their Child later than 15 minutes after the published session end. Each late collection will incur a Late Collection fee published on the Fees Schedule current at the time. The late collection fee will be charged in arrears on the termly invoice. The nursery reserves the right to terminate this agreement for frequent or persistent Late Collection.
26. **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness or any other reason. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. No compensation will be paid or refund given if the School has to be closed due to any reason beyond the control of the School, such as technical problems or weather conditions. If the School is closed, alternative activities will be provided where possible.
27. **Unpaid fees:** Interest on a daily basis at 1.5% per month and all administration and legal costs will be charged in relation to fees, fees in lieu of notice and extras that are unpaid by the due date. Such items will be recoverable by action if necessary.
28. **Exclusion for Non-Payment:** The right is reserved on 3 days' written notice to exclude a Child from the School while Fees are unpaid.
29. **Education Grants:** Where all or part of the Child's fees are funded by a School Education Grant, Parents must pay for any sessions or services provided which are not covered by the Grant.
- G Cancellation, Withdrawal and Fees in Lieu**
30. **"Notice":** means a term's written notice delivered to and actually received by the Principal or the School Secretary. No other notice will suffice.
31. **"Term":** means the period between and including the first and last days of each School term.
32. **Withdrawal:** Except in the final term of the School a term's notice must be given before the child is withdrawn (including places funded by a School Education Grant) or the Acceptance Deposit will be retained by the School. Provisional notice is not accepted by us except at the sole discretion of the Principal.
33. **Cancellation:** The Acceptance Deposit will be retained by the School if, for any reason, you cancel your acceptance of a place or your Child does not join the School. Discretion may, however, be exercised in cases of serious illness or genuine hardship.
34. **Removal:** Parents may be required to remove the Child permanently if, because of the conduct of a parent or the Child, it appears to the Head that the continued presence of the Child is incompatible with the interests of the School. There would be no refund of Fees in these circumstances.
- H General Conditions**
35. **Insurances:** The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of Parents.
36. **Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of Parents and children, and those of the School community as a whole. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.
37. **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.
38. **Third Party Rights:** Only the School and the Parents are parties to this contract. The Child is not a party to it. The acts and omissions of Parents are binding on the Child and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Child.
39. **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole and headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
40. **Jurisdiction:** This contract was made at the School and is governed exclusively by English law.

Paint Pots Montessori Schools Limited
Registered in England No: 05446065
Registered Office: 342 Regents Park Road, London, England, N3 2LJ
Principal: Georgina Hood