ST MARY'S KINDERGARTEN TERMS AND CONDITIONS

St Mary's Kindergarten Terms and Conditions

1 Terminology

1.1 **Entry:** has the meaning given to it below at clause 3.3.

1.2 **Admission Deposit:** has the meaning given to it below at clause 3.2.

1.3 **Fees:** means the monthly charge set by the Kindergarten for all individual sessions.

1.4 **The Kindergarten or We or Us:** means St Mary's School (Colchester) Limited trading as St Mary's Kindergarten as now or in the future constituted (and any successor).

1.5 **The Kindergarten Manager:** the person responsible for the day-to-day running of the Kindergarten and that expression includes those to whom any duties of the Kindergarten Manager have been delegated.

1.6 **Kindergarten Premises:** means the premises from which the Kindergarten operates.

1.7 **The Parents or You:** means any person who has signed the Application Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.

1.8 **Parental Responsibility:** those who have Parental Responsibility (i.e. legal responsibility for the Child) are entitled to receive relevant information concerning the Child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons (legal or otherwise) which justify withholding information to safeguard the best interests and welfare of the Child.

1.9 **The Child:** is the child named on the Acceptance Form.

1.10 **Calendar Month:** means the period between the first day and the last day inclusive of any calendar month.

2 The Kindergarten

2.1 We are St. Mary's School (Colchester) Limited a company registered in England and Wales. Our company registration number is 00988976, our charity registration number is 309266 and our registered office is at 91 Lexden Road, Colchester, Essex, CO3 3RB.

2.2 **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, together with the letter of offer, the Acceptance Form and the Session and Fees List. In order to fulfil the Kindergarten's obligations under the aforementioned documents, the Kindergarten requires you to give it your full co-operation, including, in particular, complying with your obligations under these terms and conditions.

2.3 **Our aims:** The Kindergarten is a constantly developing community of children, staff and parents. We aim to provide a happy and secure environment in which each child can develop at his / her own pace.

The Parents are expected to give their support and encouragement to the aims of the Kindergarten and to uphold and promote its good name and to ensure that the Child maintain appropriate standards of punctuality, behaviour, discipline and hygiene.

2.4 **The Child's health:** The Parents must inform the Kindergarten if the Child has any known medical condition or health problem or has been in contact with infectious diseases. The Child must not be brought to the Kindergarten if unwell.

2.5 **Compliance with the School Rules.** It is a condition of remaining at the Kindergarten that the Parents and the Child comply with the Kindergarten's rules. In addition, the Parents must ensure that the Child conforms to any rules of appearance, dress and behaviour as the Kindergarten may issue from time to time if not already in the Kindergarten's rules.

3 Entry to the Kindergarten

3.1 **Registration of interest:** The Child will be considered for entry to the Kindergarten when the Registration Form has been completed and returned to the Registrar along with the child's original birth certificate.

3.2 **Admission:** Admission to the Kindergarten occurs when the Parents accept the offer of a place at the Kindergarten and they complete the Acceptance Form. An **Admission Deposit** will also be payable when the parents return this form which will be credited against the first month's invoice.

3.3 **Entry:** Entry to the School occurs when the Child attends the Kindergarten for the first time ("**Entry**"). Admission will be subject to the availability of a place.

3.4 **Change:** Acceptance of a place is on the basis that reasonable changes may be made from time to time to these terms and conditions, to the level of fees or to the curriculum or to the structure and composition of classes or to the length of the Kindergarten day. Notice of any significant change will be given as soon as practicable but on occasions it will be less than one Calendar Month.

3.5 **Admission Deposit:** We are required to make it clear that if a child does not take their place up the deposit will not be refunded and the Council is not responsible for lost or repayable deposits.

4 Fees

4.1 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Calendar Month directly to the Kindergarten. Fees for each Calendar Month are due and payable as cleared funds before the commencement of the Calendar Month to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid.

4.2 We refer to any items charged to you in addition to the Fees as "**supplemental charges**". By way of example, any extra-curricular activities in which you agree in advance the Child may participate and which need to be paid for, will be supplemental to items met by the Fees and charged for accordingly. Parents will be consulted regarding any extra costs such as day trips or external activities. We may refuse to allow the Child to participate in the relevant extra-curricular activity while the applicable supplemental charge for that activity remains unpaid.

4.3 **Our ability to increase the Fees**. We will review our Fees each year and may increase them. Notice of an increase in the Fees will be sent to you before the end of the term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the Kindergarten before the proposed increase is set to take effect, then you will have sufficient time to provide the required two month's notice of withdrawal.

4.4 **Third party arrangements:** An agreement with a third party (such as an employer, grandparent or step-parent without Parental Responsibility) to pay the Fees or any other sum due to the Kindergarten does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Kindergarten Manager. The Kindergarten reserves the right to refuse a payment from a third party.

4.5 **Funded places:** Where all or part of the Fees are funded by the Funded Early Education Entitlement, an additional voluntary charge applies for consumables and activities. Any additional sessions Parents choose to take up over and above the funded hours must be paid for in full.

4.6 **Refund or waiver:** Any waiver of these terms and conditions is only effective if given in writing by or on behalf of the Kindergarten Manager. Fees will not be refunded or waived without a good reason that is acceptable to us. Fees will not be refunded for absence through sickness. This rule is necessary so that the Kindergarten 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 a Kindergarten session is cancelled due to any reason beyond the control of the Kindergarten, such as (but not limited to) technical problems, outbreaks of disease, pandemics, endemics or weather conditions and the Kindergarten will not be responsible for not performing our obligations which are prevented or delayed by, and during the continuance of, the event. The Kindergarten will endeavour to provide alternative activities where possible.

4.7 **Late payment:** Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the Kindergarten of a default and is protecting the legitimate interest of Fees being paid which assists in the day-to-day provision of education by the Kindergarten. Parents will be liable either individually or joint and severally (as the case may be) to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the Kindergarten in the recovery of any unpaid Fees regardless of the value of the claim the Kindergarten may have.

4.8 **Exclusion for non-payment:** The Child may be excluded from the Kindergarten on three days' written notice when Fees are unpaid and the Child will be deemed withdrawn without notice 28 days after exclusion.

4.9 **Applicable taxes.** All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

5 FEEE Policy

5.1 **FEEE for 3-4 year olds**: The national Funded Early Education Entitlement scheme (FEEE3-4), which is administered by Essex County Council (ECC), enables parents to access funding for fees for 3 and 4 year old children attending St Mary's Kindergarten.

Your child becomes entitled to receive the FEEE3-4 for up to 15 hours of childcare a week, from the term after their third birthday and whilst in the Kindergarten.

A child born between:	**Is eligible for funding on:**
1 April and 31 August	1 September following their 3rd birthday
1 September and 31 December	1 January following their 3rd birthday
1 January and 31 March	1 April following their 3rd birthday

The 15 hours (570 hours per annum) is based on 38 weeks childcare. For those taking year-round childcare the 570 hours will be stretched across the 51 weeks. Please note, the number of funded hours received from Essex County Council differs each term and therefore the number of funded hours per week where funding is stretched across 51 weeks, will be different in the autumn, spring and summer terms. The funding can only be taken during the core day.

5.2 **Extended Funding Entitlement Offer (EFE):** Some working families will be eligible to receive an additional 15 hours funding, referred to as the Extended Offer or 30 Hours Funding (1140 hours per annum), based on 38 weeks childcare. For those taking year-round childcare the 1140 hours will be stretched across the 51 weeks. Please note, the number of funded hours received from Essex County Council differs each term and therefore the number of funded hours per week where funding is stretched across 51 weeks, will be different in the autumn, spring and summer terms. The funding can only be taken during the core day.

5.3 **2-year-old funding for working parents (FEEE2W):** Eligible working parents of 2-year-olds will be able to claim up to 30 hours FEEE per week (1140 hours per annum), based on 38 weeks childcare. For those taking year-round childcare this will be stretched across the 51 weeks. Please note, the number of funded hours received from Essex County Council differs each term and therefore the number of funded hours per week where funding is stretched across 51 weeks, will be different in the autumn, spring and summer terms. The funding can only be taken during the core day.

To find out more about the Government's Early Education Entitlement, please click the link below:

Best Start in Life - Best Start in Life

5.4 **2-year-old funding for disadvantaged families in receipt of Government support (FEEE2):** Some families who receive additional government support will be able to claim 15 hours FEEE per week, based on 38 weeks childcare (570 hours per annum), from the term after the child's 2nd birthday. Parents must have an approved eligibility code, starting TYF881 from Essex County Council prior to starting a claim. For those taking year-round childcare the 1140 hours will be stretched across the 51 weeks. Please note, the number of funded hours received from Essex County Council differs each term and therefore the number of funded hours per week where funding is stretched across 51 weeks, will be different in the autumn, spring and summer terms. The funding can only be taken during the core day. Also, please

note that this funding can only be used at one setting and cannot be shared across more than one childcare provider.

To view the full criteria and apply for this particular funding, please click the link below:

15 hours childcare for 2 year olds receiving support | Essex County Council

5.5 In order to claim the FEEE3-4 funding, once you have accepted a place at the Kindergarten we will send you the relevant forms, which you will need to complete and return to us. Families eligible for the Extended Funding Entitlement Offer (EFE) or 2-year-old funding for working parents (FEEE2W), must apply via Best Start in Life - Best Start in Life and be approved the term prior to claiming the funding. Families eligible for the 2-year old funding for disadvantaged families (FEEE2) must apply via 15 hours childcare for 2 year olds receiving support | Essex County Council. If your child is joining us part way through a term, you may not be entitled to any funding for that term. Please ask for more information.

5.6 St Mary's Kindergarten does not open on bank holidays and therefore parents may not receive their full entitlement where there are bank holidays within funded weeks as these days cannot be taken with another Early Years and Childcare (EYCC) Provider. Parents are not charged for bank holidays at St Mary's.

5.7 At St Mary's Kindergarten, in addition to our excellent childcare package, our offer includes a range of additional activities for which fees are charged. These activities form a valuable part of their time at the Kindergarten and include specialist tuition and extra-curricular activities. They are very much enjoyed by the children and help prepare them for starting school.

The following are examples of additional activities:

- Literacy Foundation Sessions
- French
- Library sessions
- Ballet
- Music
- Forest School
- PE

In addition, lunch and snacks are provided.

For the academic year 2026-27, additional extras will be charged at £28.00 a day. This includes £3.00 for lunch and snacks and £12.50 for each activity, such as specialist tuition and extra-curricular activities.

5.8 Where parents are unable or unwilling to pay for activities, children may not take part in the activities. To meet required ratios in these instances, those children may still be in the same location as the children who will be taking part in the activities. Where parents are unable or unwilling to pay for lunch or snacks, we will discuss a reduced rate. Where parents are unable or unwilling to pay for uniform, St Mary's may loan second hand uniform. Parents should notify the Kindergarten if they are unable or unwilling to pay for additional extras ahead of the start of each term.

6 Pastoral care

6.1 **Welfare of the Child:** We will do all that is reasonable to safeguard and promote the Child's welfare and to provide pastoral care to at least the standard required by law. We will respect the Child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our Kindergarten community and the rights and freedoms of others.

6.2 **Physical contact:** The 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 a child in distress or to maintain safety and good order, or in connection with the Child's health and welfare.

6.3 **Concerns or complaints:** Any question, concern or complaint about the pastoral care or safety of the Child must be made to the Kindergarten Manager. A copy of the Kindergarten's complaints procedure can be provided on request.

6.4 **Disclosures:** The Parents must, as soon as possible, disclose to the Kindergarten in confidence any known medical condition, health problem or allergy affecting the Child, or any family circumstances or court order which might affect the Child's welfare or happiness, or any concerns about the Child's safety.

6.5 **Special precautions:** The Kindergarten Manager must be notified in writing immediately of any court orders or situations of risk in relation to the Child for which any special precautions may be needed.

6.6 **Belongings:** The Child should not bring money, valuables, sweets or toys with them to the Kindergarten, as the Kindergarten does not accept responsibility for loss or damage to such items unless it would be unlawful to exclude such responsibility. A comforter will be allowed. The Parents are asked to supply the Kindergarten with named sun cream in the spring and summer for use on their Child only and may be required to sign a consent form to permit the Kindergarten to use sun cream on their child.

6.7 **Uniform:** The Child must wear named Kindergarten uniform for all sessions.

6.8 **Collection:** The Child must either be collected by one of the Parents or an alternative collector who is listed in the Application Form. The Parents must supply information in accordance with the Kindergarten's security procedures for collection as required by the Kindergarten from time to time.

6.9 **Dietary requirements:** The Parents should advise the Kindergarten in writing of any dietary requirements or allergies. A doctor's note should be provided if the Child has a medically diagnosed food allergy. All reasonable care will be taken to ensure that the Child does not come into contact with certain foods.

6.10 **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.

6.11 **Communications from parents:** Communications or instructions from one of the Parents or any persons with Parental Responsibility shall be deemed by the Kindergarten to be received from both Parents.

This requirement does not apply to the giving of Notice for the cancellation of a place at the Kindergarten or the withdrawal of the Child from the Kindergarten. Those persons who are required to consent to or to give Notice of cancellation or withdrawal are set out in Section 8.

6.12 **Kindergarten's Liability:** Unless it would be unlawful to exclude or restrict such liability, the Kindergarten does not accept responsibility for accidental injury or other loss caused to the Child or Parents or for loss or damage to property.

6.13 **Parents' Liability**: Parents will be liable either individually or joint and severally (as the case may be) to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the Kindergarten in the recovery of any unpaid Fees regardless of the value of the claim the Kindergarten may have.

7 Health and medical matters

7.1 **Infectious diseases:** The Child will not be accepted into the Kindergarten with an infectious disease and must not return to the Kindergarten until medically fit. The Kindergarten reserves the right to send the Child home if they become unwell whilst under the Kindergarten's care. It is a condition of acceptance that the Parents leave a daytime contact number.

7.2 **Medicine:** With the exception of 'Calpol', the Kindergarten cannot administer any medicine to the Child unless prescribed by a doctor. 'Calpol' will only be administered if the Child has a temperature and if the Kindergarten holds a consent form signed by the Parents to enable it to do so. The Kindergarten will maintain a medical register detailing any medicines administered to children. In the case of a prescription medicine, Parents will be required to fill in a consent form on a daily basis for the administration of medicine and to confirm dosage.

7.3 **Medical information:** Throughout the Child's time as a member of the Kindergarten, the Kindergarten Manager 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 Kindergarten community. Such information will be given and received on a confidential, "need-to-know" basis.

7.4 **First aid provision:** The Parents consent to the Child receiving first aid treatment as and when necessary from an appropriately qualified person.

7.5 **Emergency medical treatment:** The Parents authorise the Kindergarten Manager to consent on their behalf to the Child receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations performed by the National Health Service or at a private hospital and where certified by an appropriately qualified person as necessary for the Child's welfare.

8 Cancellation and withdrawal

8.1 **Notice:** means two Calendar Month's written notice given by:

8.1.1 both parents; or

8.1.2 one of the Parents with the prior written consent of the other parent; or

8.1.3 any person with Parental Responsibility other than a Parent; and

8.1.4 delivered to and actually received by the Kindergarten Manager before the first day of the Calendar Month that is 2 months preceding the date on which you wish your child to be withdrawn from the Kindergarten. An acknowledgement of receipt must be requested and received for a notice to be valid. No other notice will suffice.

8.2 **Cancelling acceptance:** If the Parents give less than two Calendar Months' Notice, or if the Child does not join the Kindergarten, two Calendar Month's Fees at the rate payable for the Calendar Month of entry will be payable as a debt. The Kindergarten relies on commitments given when accepting places to budget for income and expenditure requirements each year.

8.3 **Cancelling a place offered within two Calendar Months' of Entry:** If the offer of a place is made within two Calendar Months' prior to the Calendar Month of Entry the Parents may cancel their acceptance in writing at any time up to two weeks from the date that the acceptance form is signed by the Parents. If the Parents give notice of cancellation after this two week deadline or give no notice of cancellation they will incur a liability to pay two Calendar Month's Fees at the rate payable for the Calendar Month of Entry payable as a debt.

8.4 **Withdrawal:** Notice must be given before the Child is withdrawn (including places funded by a Kindergarten Education Grant) or two Calendar Month's Fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice. Provisional notice is not accepted.

8.5 Cases of genuine hardship will be given special consideration on written request.

8.6 **Removal:** The Parents may be required to remove the Child, temporarily or permanently from the Kindergarten, if, after consultation with the Parents, the Kindergarten Manager is of the opinion that by reason of the Child's conduct, the continued presence of the Child is incompatible with the interests of the Kindergarten or other children at the Kindergarten, or if a parent has treated the Kindergarten or members of its staff unreasonably.

The Kindergarten is not obliged to provide notice under these circumstances. There will be no refund of Fees, however, fees in lieu of notice will not be charged.

9 General conditions

9.1 **Data protection:** By signing the Acceptance Form the Parents on behalf of themselves and so far as they are able on behalf of the Child authorise the Kindergarten to process personal data including financial and sensitive personal data as is necessary for the legitimate purposes of the Kindergarten and in accordance with the Kindergarten's Data Privacy Notice.

9.2 **Insurances:** The Kindergarten undertakes to maintain those insurances which it is required to hold and maintain by law. All other insurances are the responsibility of the Parents.

Management: It is our intention that these 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 Kindergarten community as a whole. We aim also to promote good order and discipline throughout our Kindergarten community and to ensure compliance with the law.

9.3 **Consumer protection:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe the Consumer Rights Act 2015 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

9.4 **Representations:** Although believed correct at the time of publication, the prospectus and Kindergarten website are not part of any legally binding agreement between the Parents and the Kindergarten.

9.5 **Third party rights:** Only the Kindergarten and the Parents are parties to this contract. Neither the Child nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

9.6 **Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these terms and conditions.

9.7 **Jurisdiction:** This contract was made at the Kindergarten and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.