



MALTMAN'S GREEN
SCHOOL

Little Malties Terms and Conditions

1 Terminology

- 1.1 **Little Malties or We or Us:** means Maltman's Green School Trust Limited trading as "Little Malties" as now or in the future constituted (and any successor).
- 1.2 **Little Malties Manager:** is responsible for the day-to-day running of Little Malties and that expression includes those to whom any duties of the Little Malties Manager have been delegated.
- 1.3 **Little Malties Premises:** means the premises from which Little Malties operates.
- 1.4 **Parents or You:** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.
- 1.5 **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 which justify withholding information to safeguard the best interests and welfare of the Child.
- 1.6 **Child:** is the child named on the acceptance form.
- 1.7 **Calendar Month:** means the period between the first day and the last day inclusive of any calendar month.
- 1.8 **Session(s):** means the sessions the Child will attend as set out in the Little Malties offer letter.
- 1.9 **School:** means Maltman's Green School.

2 Little Malties

- 2.1 **Our aims:** Little Malties 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 her own pace. The Parents are expected to give their support and encouragement to the aims of Little Malties and to uphold and promote its good name and to ensure that the Child maintains appropriate standards behaviour and hygiene.
- 2.2 **The Child's health:** The Parents must inform Little Malties if the Child has any known medical condition or health problem or has been in contact with an infectious or contagious disease. The Child must not be brought to Little Malties if unwell.

3 Entry to Little Malties

- 3.1 **Registration of interest:** The Child will be considered for Entry to Little Malties when the application form and non-refundable Application Fee has been completed and returned to the School.

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- 3.2 **Admission:** occurs when the Parents accept the offer of a place by Little Malties and they complete the acceptance form. Admission to Little Malties will be subject to the availability of a place.
- 3.3 **Acceptance Deposit:** A deposit (**Little Malties Acceptance Deposit**) shown in the Fees List will also be payable when the Parents return this form. The Little Malties Acceptance Deposit will be retained in the general funds of Maltman's Green School Trust Limited until either:
- 3.3.1 the Child leaves; or
 - 3.3.2 The Child moves up to the School nursery.

If the child leaves, the Little Malties Acceptance Deposit will be repaid without interest following the Child's departure less disbursements and subject to payment of all other sums due to Little Malties. If the child moves up to the School nursery, the Little Malties Acceptance Deposit less disbursements and subject to payment of all other sums due to Little Malties will be credited against the School acceptance deposit which must be paid when parents accept a place for the Child in the School nursery.

- 3.4 **Entry:** is the date when the Child attends Little Malties for the first time under these terms and conditions.
- 3.5 **Variations:** these terms and conditions and the Sessions and Fees list are subject to change from time to time to reflect changes in the law or custom and practice at Little Malties.
- 3.6 **Change:** Little Malties reserves the right to make changes to the structure and composition of Sessions or to the length of Little Malties Sessions. Notice of any significant change and reasons for the change will be given as soon as practicable but on occasions it will be less than one Calendar Month.

4 Fees

- 4.1 **Fees:** In these terms and conditions Fees may include alone or in combination any of the Application Fee, the Little Malties Acceptance Deposit, the monthly charge set by Little Malties for all individual sessions the Child will attend or bank charges arising from default in Fees payment or late payment charges if incurred. The Parents will be consulted regarding any extra costs such as day trips or external activities.
- 4.2 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Calendar Month directly to Little Malties. 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. Little Malties reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds and may request evidence of these from the Parents.
- 4.3 **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 Little Malties 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 Headmistress. Little Malties reserve the right to refuse a payment from a third party.
- 4.4 **Indemnity:** If Little Malties is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify Little Malties against all losses, expenses (including legal expenses) and interest suffered or incurred by Little Malties.
- 4.5 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded reduced or waived if:
- 4.5.1 the Child is absent through illness; or
 - 4.5.2 a Term is shortened or a vacation extended; or

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- 4.5.3 Little Malties is temporarily closed due to adverse weather conditions; or
- 4.5.4 for any reason other than exceptionally and at the sole discretion of the Little Malties Manager in a case of genuine hardship.
- 4.6 **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 over the base rate of the Bank of England accruing on a daily basis which represents a genuine pre-estimate of the cost to Little Malties of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by Little Malties in the recovery of any unpaid Fees regardless of the value of Little Malties claim.
- 4.7 **Exclusion for non-payment:** The Child may be excluded from the Little Malties on three days' notice when Fees are unpaid or evidence of the identity of the payer or the source of the funds is not provided following a reasonable requested. The Child will be deemed withdrawn without notice 28 days after exclusion if payment is not received or evidence requested is not provided.
- 5 **Pastoral care**
- 5.1 **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 the Little Malties community and the rights and freedoms of others.
- 5.2 **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.
- 5.3 **Concerns or complaints:** Any question, concern or complaint about the pastoral care or safety of the Child must be made to Little Malties Manager. A copy of Maltman's Green School's complaints procedure can be provided on request.
- 5.4 **Disclosures:** The Parents must, as soon as possible, disclose to Little Malties 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.
- 5.5 **Special precautions:** The Little Malties 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.
- 5.6 **Belongings:** The Child should not bring money, valuables, sweets or toys with them to the Little Malties, as Little Malties do not accept responsibility for loss or damage to such items. A comforter will be allowed. The Parents are asked to supply Little Malties 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 Little Malties staff to use sun cream on their child.
- 5.7 **Uniform:** The Child must wear named Little Malties uniform for all sessions.
- 5.8 **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 Little Malties' security procedures for collection as required by Little Malties from time to time. This may include, but is not limited to, supplying photographs of the collector and / or a password.
- 5.9 **Dietary requirements:** The Parents should advise Little Malties 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.
- 5.10 **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.

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- 5.11 **Communications from parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by Little Malties to be received from both Parents. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Child from Little Malties. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in Section 7.
- 5.12 **Photographs or images:** Little Malties may obtain and use photographs or images of the Child for:
- 5.12.1 use in Little Malties' promotional material such as the prospectus, the website or social media;
 - 5.12.2 press and media purposes;
 - 5.12.3 educational purposes as part of the curriculum or extra-curricular activities.

We would not disclose the home address of the Child without the Parents' consent. Little Malties may seek specific consent from the Parents before using a photograph or video recording where Little Malties considers that the use is more privacy intrusive.

- 5.13 **Request for confidentiality:** The Parents may ask us to keep information about the Child confidential. For example, you may ask us to not use photographs of the Child in promotional material or ask us to keep the fact that the Child is on Little Malties roll confidential. If the Parents would like information about the Child to be kept confidential, they must immediately contact the Little Malties Manager in writing, requesting an acknowledgment of their letter.
- 5.14 **Little Malties' liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, Little Malties does not accept responsibility for accidental injury or other loss caused to the Child or Parents or for loss or damage to property.

6 Health and medical matters

- 6.1 **Infectious and contagious diseases:** The Child will not be accepted into Little Malties with an infectious or contagious disease and must not return to Little Malties until medically fit. Little Malties reserves the right to send the Child home if they become unwell whilst under Little Malties care. The Parents must provide Little Malties with a daytime contact number.
- 6.2 **Medicine:** With the exception of 'Calpol', Little Malties 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 Little Malties holds a consent form signed by the Parents to enable it to do so. Little Malties will maintain a medical register detailing any medicines administered to children. In the case of a prescription medicine, the Parents will be required to fill in a consent form on a daily basis for the administration of medicine and to confirm dosage.
- 6.3 **Medical information:** Throughout the Child's time as a member of Little Malties, the Little Malties 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 Little Malties community. Such information will be given and received on a confidential, "need to know" basis.
- 6.4 **First aid provision:** The Parents' consent to the Child receiving first aid treatment as and when necessary from an appropriately qualified person.
- 6.5 **Emergency medical treatment:** The Parents authorise the Little Malties Manager to consent on their behalf to the Child receiving emergency medical treatment if the Parents cannot be contacted in time.

7 Cancellation and withdrawal

- 7.1 **Notice:** means one Calendar Month's written notice given by:
- 7.1.1 both Parents;

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- 7.1.2 one of the Parents with the prior written consent of the other Parent; and
- 7.1.3 in either case the prior written consent of any other person with parental responsibility where appropriate;

delivered to and actually received by the Little Malties Manager before the first day of the Calendar Month. No other notice will suffice. The Parents should contact the Little Malties Manager if no acknowledgement of the Notice is received from Little Malties within seven days of the date of the Notice.

- 7.2 **Cancellation:** means the cancellation of a place at Little Malties which has been accepted by the Parents and which occurs before the Pupil enters Little Malties or where the Child does not enter Little Malties. Please see clause 0 for details of when Entry to Little Malties occurs.
- 7.3 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of Little Malties staff during the contractual process, the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances Little Malties Acceptance Deposit will be refunded together with any Fees paid pro-rated if Little Malties has provided any educational services under this agreement.
- 7.4 **Cancelling acceptance:** If the Parents give less than one Calendar Months' Notice of Cancellation, one Calendar Month's Fees at the rate payable for the Calendar Month of Entry, less the Little Malties Acceptance Deposit, will be payable as a debt. If the Parents give more than one Calendar Months' Notice Little Malties will limit the Parents' liability to the Little Malties Acceptance Deposit held. The Little Malties Acceptance Deposit should therefore only be paid once a firm decision to join Little Malties has been made. Little Malties relies on commitments given when accepting places to budget for income and expenditure requirements each year. Cases of genuine hardship will be given special consideration on written request.
- 7.5 **Cancelling a place offered in the Calendar Month before Entry:** If the offer of a place is made in the Calendar Month 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 of the acceptance form. If clause 7.4 applies the two-week period starts when the 14-day cancellation period expires. The Acceptance Deposit will then be retained by Little Malties. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will incur a liability to pay one Calendar Month Fees at the rate payable for the Calendar Month of Entry, less the Acceptance Deposit, payable as a debt.
- 7.6 **Withdrawal:** means the Withdrawal of the Child from Little Malties by the Parents with or without the Notice required under these terms and conditions at any time after the Child has entered Little Malties. Notice must be given before the Child is withdrawn or one Calendar Month's Fees In lieu of Notice will be due and payable as a debt at the rate applicable on the date of invoice. Provisional notice is not accepted. Cases of genuine hardship will be given special consideration on written request.
- 7.7 **Removal:** The Parents may be required to remove the Child, temporarily or permanently from Little Malties, if, after consultation with the Parents, the Little Malties 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 Little Malties, or if a Parent has treated Little Malties or members of its staff or any member of Little Malties community unreasonably. Little Malties is not obliged to provide notice under these circumstances. There will be no refund of Fees but the Little Malties Acceptance Deposit will be returned and Fees In lieu of Notice would not be charged.

8 General conditions

- 8.1 **Data protection:** The Parents are asked to read the school privacy notice for parents and pupils, enclosed with the letter of offer, before signing the acceptance form.
- 8.2 **Insurances:** Little Malties undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of the Parents.

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- 8.3 **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 Little Malties community as a whole. We aim also to promote good order and discipline throughout our pre-school community and to ensure compliance with the law.
- 8.4 **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 Sessions and Fees List.
- 8.5 **Consumer rights:** 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 consumer rights laws 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. Nothing in these terms and conditions affects the Parents' statutory rights.
- 8.6 **Information for parents:** We provide parents of prospective pupils with information about Little Malties and the educational services we provide in good faith. This information may be contained in the Little Malties prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Little Malties Manager that the information is accurate before returning a completed acceptance form to Little Malties.
- 8.7 **Third party rights:** Only Little Malties 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.
- 8.8 **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.
- 8.9 **Jurisdiction:** This contract was made at Little Malties and it, together with each matter relating to the provision of services by Little Malties, 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.

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