



## The Maria Montessori Training Organisation

trading as

### The Maria Montessori Institute

#### Terms and Conditions – AMI Diploma Courses

**What these terms cover.** These are the terms and conditions on which we provide educational services.

**Why you should read them.** Please read these terms carefully before you accept our offer of a place on the Course. These terms tell you who we are and how and on what basis the Institute will provide educational services.

In these terms you will see some parts written in bold or highlighted to stand out. This is in an effort to draw certain provisions to your specific attention because they are important for you to understand and for the good management and operation of the Maria Montessori Institute (“the Institute”) and our provision of educational services.

#### 1. Definitions

(a) In these terms and conditions some words and phrases have particular meanings and have to be defined. Such defined terms are set out here:

**"Application Form"** means the website form completed by you when applying for the Course;

**"the Complaints Procedure"** means the Institute's procedure for handling complaints from students, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the Institute. It does not form part of the Contract. A copy of the most up-to-date Complaints Procedure is on the Institute's website and is otherwise available from the Institute at any time upon request;

**"the Course"** means the AMI Diploma course [a list of courses are set out at Schedule 1], that you have applied for;

**"Fees"** means the fees for the Course as set out in the Schedule of Fees on the Institute's website as amended from time to time;

**"Terms and Conditions"** means these terms and conditions as amended from time to time;

**"We"** or the **"Institute"** means the legal entity identified in [Clause 1\(b\)](#) below or its duly authorised representative (as the context requires); and

**"You"** means the person who has submitted the online Application Form (and "your" shall be construed accordingly).

In these Terms and Conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words "for example", "includes" or "including". When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

We also use headings to introduce separate provisions. These headings are for ease of understanding only.



- (b) Who we are. We are the Maria Montessori Training Organisation, a company registered in England and Wales with company registration number 697468 and registered office at 6<sup>th</sup> Floor, 9 Appold Street, London EC2A , trading as the Maria Montessori Institute.
- (c) Our contract with you. The **Acceptance Form**, the **Schedule of Fees** and these **Terms and Conditions** (as in each case may be varied from time to time) form the terms of a contract (the "**Contract**") between you and the Institute. It is not intended that the terms of the Contract shall be enforceable by any other third party.

## 2. Acceptance and Deposit

- (a) How you accept our offer of a place. An offer of a place on the Course at the Institute is accepted by your submitting the duly completed online Application and Acceptance Forms and paying the specified deposit (the "Deposit").
- (b) The non-refundable status of the Deposit. Subject to clause 2(c), the Deposit is not refundable if you do not take up a place on the Course.
- (c) The Deposit is only refundable to International students who require a visa to study in the UK and fail to secure a Student Visa for any reason other than the provision of fraudulent information or the deliberate omission of information material to their visa application and are able to evidence this to the reasonable satisfaction of the Institute.
- (d) How we use the Deposit. The Deposit will be deducted from the first instalment of fees as per the Schedule of Fees.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it deals with what is expected of students on the Course

## 3. The Course

- (a) Complying with the Institute's rules. You must comply with the Institute's rules and regulations as set out in the Institute's Student Handbook which is available on the course Learning Management System.
- (b) Teaching Practice and Observation. You must abide by the conditions laid down for taking the Course as set out in the AMI Requirements for Certification and any arrangements made for your training during the Course including teaching practice and observation in schools.
- (c) Eligibility to sit examinations. In order to be eligible to sit for examinations relating to the Course, you are required to attend 90% of the Course.

## 4. The Institute's Obligations

- (a) The Course. The Institute undertakes to offer the Course. The Institute may provide the Course remotely where it wishes to do so and/or is required to do so.
- (b) The period of your training. Subject to these Terms and Conditions and to you being offered a place on the Course, the Institute undertakes to accept you as a student for the duration of the Course. The Institute accepts no responsibility if a student is unable through lack of competence to complete or graduate from the Course or for any effect on the future development or ultimate career of a student if they are not successful in the written and/or practical examinations in relation to the Course.
- (c) The scope of our duty to exercise reasonable skill and care for your education and welfare. While you are a student of the Institute, we undertake to exercise reasonable skill and care in respect of your education and welfare. This obligation will apply during the hours of the Course and at other times when you are permitted to be on the Institute's premises.



**PLEASE READ THIS NEXT SECTION CAREFULLY** - it deals with your responsibility to pay the fees and supplemental charges.

## 5. Course Fees

- (a) What the Fees include. The Fees include all the costs incurred in the provision of the Course, including tuition, teaching practice & observation and, for the duration of the Course, membership of the Association Montessori Internationale.
- (b) What the Fees do not include: supplemental charges.
- (i) Examination fees are payable for students sitting the examinations for the Course.
  - (ii) A non-refundable and non-transferable administrative fee is payable on application to the Course (the "Administration Fee").
  - (iii) An administration charge will be made for payments refused by the payer's bank.
- (c) Who is responsible for ensuring payment. Following acceptance of the offer of a place on the Course, you will be contractually bound to pay the full amount of the Fees. No refund will be made for failure to attend all or any part of the Course or failure in any examination related to the Course
- (d) Agreement with a third Party. An agreement with a third party, such as a parent or employer, to pay the Fees or any other sum due to the Institute does not release you from liability if the third party defaults on any payment. The Institute reserves the right to refuse a payment from a third party.
- (e) How bursary awards and financial assistance are treated. If you have been awarded financial assistance in respect of the Fees your liability to the Institute will be for the Fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Institute your attendance, academic progress or behaviour no longer merits the continuation of the award.
- (f) How the Fees are charged and payment requirements. **Fees fall due for payment by you on the due dates published on the Schedule of Fees available on the Institute's website.** Fees will also be set out in an invoice sent to you (or a third party pursuant to Clause 4(d) above). The Fees must be paid in full by online payment via the Institute's website, or by direct bank transfer, on or before the due date stated on the Schedule of Fees. Payment of the Fees will not be accepted in cash. Students paying the Fees by electronic bank transfer drawn on foreign bank accounts must ensure that the Institute receives the full amount due after any bank charges that are payable. **The Institute reserves the right to suspend you from the Course whilst Fees remain unpaid.**
- (g) Payment of supplemental charges. Examination fees will be notified to you separately before the examinations are scheduled to take place. All examination fees must be paid in full either by online payment via the Institute's website or by direct bank transfer before the first day of the examinations.
- (h) Agreement to payment plans. The Institute may agree that in exceptional circumstances payment dates as per the Schedule of Fees can be varied. If we agree to do this, then the Institute and those responsible for paying those fees will agree separately in writing the anticipated schedule of future instalments. Any agreement by the Institute to accept payment of current and/or past Fees by instalments is concessionary and will cease automatically in the event of any default for thirty (30) calendar days or more. In the event of a payment plan ceasing, the full amount of Fees then due shall be immediately payable and interest will start to accrue at the rate for late payment pursuant to clause 5(j).

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out what rights we have, and what action we may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.

- (i) Non-payment of fees: refusal to attend the Course. **We may refuse to allow you to attend the Course while Fees and/or supplemental charges remain unpaid or there is a persistent failure by you to pay Fees on time.**



- (j) We can charge interest if you pay late. If you do not make any payment to the Institute by the due date for payment (see Clauses 4(f) and 4(g) above) we may charge interest to you on the overdue amount at the rate of 3 per cent per annum above the base rate from time to time of the Institute's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. **You must pay the Institute the interest together with the overdue amount.**
- (k) We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid Fees or supplemental charges from you (including reasonable legal costs being costs that would be allowable by the courts if judgment was made in the Institute's favour).

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets our right to cancel or change the timing of the course

- (l) Our ability to cancel or change the timings of a Course. In the event of cancellation of a Course by the Institute or a change in the timings of the Course, we will endeavour to inform you at least one (1) week before the Course is due to take place, although please be aware that this is not always possible. All Fees paid, including the Deposit, will be reimbursed in full or transferred in full to another course run by the Institute if the Course is cancelled or if you cannot make the new timings. The Institute shall not accept liability for any consequential loss and shall have no liability to reimburse any other costs that may have been incurred, including, but not limited to, transport costs and accommodation. It is recommended that insurance against cancellation of any Course is taken out if costs are likely to be substantial.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out what happens if you are unable to complete the Course

## 6. Withdrawal from the Course

- (a) Withdrawal within 14 days of acceptance on to the Course. Applications for the Course made online may be cancelled within fourteen (14) days of the initial application (the "Cancellation Period"). If you wish to cancel your place on the Course within the Cancellation Period, the Institute must be notified in writing in accordance with clause 15. Any Fees paid will be refunded in full, less any related administrative charges.
- (b) Withdrawal prior to the commencement of the Course. You may terminate the Contract by giving the Institute written notice of termination not less than four (4) weeks before the start of the Course. Provided that the Institute has received the notice of termination prior to the deadline, the Institute will refund any Fees paid but will be entitled to retain the Administration Fee and Deposit.
- (c) Withdrawal during the Course. You may withdraw from the Course at any time by giving the Institute written notice of termination in accordance with clause 15.
- (d) Withdrawal during the Course does not reduce the Fees you owe to the Institute. It is not possible for you to reduce the amount of Fees or supplemental charges due, or to obtain a refund of Fees or supplemental charges, by withdrawing part-way through the Course. Any outstanding balance in respect of the full fees will still be due. Students are advised to insure themselves against loss of fees through personal accident or illness.

## 7. Termination

- (a) Our rights to end the Contract. The Institute may remove you from the Course and terminate the Contract at any time and with immediate effect by notice in writing to you if:
- (i) you do not make a payment to us when it is due and fail to make payment within fourteen (14) days of us reminding you that such payment is due;
  - (ii) you make a serious misrepresentation of facts or circumstances or withhold information about you that is relevant to the provision of the Course by the Institute (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you are legally entitled to enter, reside and/or study in the United Kingdom when in fact you are not);
  - (iii) your attendance or conduct on the Course is considered to be unacceptable by the Institute pursuant to the Institute's Student Handbook, or your behavior is otherwise considered by the Institute to be detrimental to the Institute or its reputation;
  - (iv) you fail to abide by any Institute rules, regulations, policies, or procedures published from time to time or other obligations placed on you; and/or



- (v) you are found to have plagiarised another person's work.
- (b) If the Contract is terminated in accordance with clause 7(a) the Fees shall be non-refundable and the balance of any payment plan pursuant to clause 5(h) will be payable immediately.
- (c) Other reasons where you may be asked to leave the Course. The Contract may be terminated and you may be asked to discontinue the Course for medical, psychological, academic or other pertinent reasons. [In such circumstances Fees will be non-refundable and the balance of any payment plan pursuant to clause 5(h) will be payable immediately.]
- (d) Your rights to end the Contract. You may end the Contract at any time by notice in writing to the Institute if:
  - (i) you have a legal right to end the Contract because of something we have not delivered in respect of the Course; or
  - (ii) the Institute becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (e) When the Contract will end if not terminated early. For the avoidance of doubt and without us having to provide you with notice, the Contract shall end on the settlement of the Institute's final invoice or the end of the Course, whichever is later.
- (f) Ending the Contract will not affect any accrued rights. Once the Contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After the Contract ends, you and we will keep any rights we have under general law.

## 8. Liability

- (a) References to liability in this clause 8 include every kind of liability arising under or in connection with these Terms including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- (b) Neither party may benefit from the limitations and exclusions set out in this clause 8 in respect of any liability arising from its deliberate default.
- (c) Nothing in this clause 8 shall limit your payment obligations under these Terms.
- (d) Nothing in these Terms limits any liability which cannot legally be limited, including but not limited to liability for:
  - i. death or personal injury caused by negligence;
  - ii. fraud or fraudulent misrepresentation; and
  - iii. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
- (e) Subject to clause 8.2 and clause 8.3, the Institute's total liability to you shall not exceed the cost of the Course.
- (f) Clause 8.6 specifies the types of loss that are excluded:
  - (i) loss of profits
  - (ii) loss of sales or business
  - (iii) loss of agreements or contracts
  - (iv) loss of anticipated savings
  - (v) loss of use or corruption of software, data or information;
  - (vi) loss of or damage to goodwill
  - (vii) indirect or consequential loss
- (g) The Institute takes no responsibility for the loss or damage of any of your personal belongings.
- (h) The Institute will not be liable for any loss suffered by a participant resulting from the Course which is beyond the reasonable control of the Institute.



(i) Unless you notify the Institute that you intend to make a claim in respect of an event within the notice period, the Institute shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

## 9. Complaints

*Raising concerns with the Institute and making formal complaints.* If you have cause for concern you must inform the Institute within 14 days. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the Institute's website and is otherwise available from the Institute at any time upon request.

## 10. Insurance

*Your responsibility to make your own insurance arrangements.* You must make your own insurance arrangements if you require cover for your person or property while studying at the Institute or for the payment of Fees due to your absence, the closure of the Course premises or the cancellation or rescheduling of the Course.

### **PLEASE READ THIS NEXT SECTION CAREFULLY**

*It will not always be necessary or practical for us to obtain consent for every use we make of personal data. The law recognises this but does require that we set out these uses clearly as far as possible. Please also see our Data Protection Policy and Privacy Policy which are available on the Institute's website.*

## 11. Data Protection

(a) *We may provide a reference for you.* We may supply information and a reference to a third party. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied is accurate and any opinion given on your ability and character is fair. However, we cannot be responsible for any loss you are alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

(b) *We will need to use information relating to you for certain purposes connected with the running of the Institute.* This will include name, contact details, academic records, photographs and video recordings, both whilst you are at the Institute and after you have left, for the purposes of:

- (i) managing relationships between the Institute and current students and fulfilling our obligations under the Contract;
- (ii) promoting the Institute to prospective students;
- (iii) publicising the Institute's activities; and
- (iv) communicating with the Institute's community and the body of former students.

In respect of 11(b)(ii), 11(b)(iii) and 11(b)(iv), this includes use of such information by the Institute in/on the prospectus (in whatever format or medium it is produced/made available), the Institute's website(s) and (where appropriate) the Institute's social media channels.

(c) *You are required to update us of changes to information held, or in circumstances relating to you.* You must:

- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you that is held by the Institute; and
- (ii) inform the Institute of any change to your circumstances (including, where applicable, in connection with your entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you that has previously been notified to the Institute, including relevant contact details.

(d) *Data Protection Law.* The Institute will process personal data about you in accordance with the General Data Protection Regulation, the Data Protection Act 2018 and other related legislation. We will process such personal data:



- (i) as set out in this Clause 11, and in the Institute's 'Privacy Policy' which is available on the Institute's website as may be amended from time to time;
- (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- (iii) to perform our obligations under the Contract, and where otherwise reasonably necessary for the Institute's purposes.

## 12. Intellectual Property Rights

Copyright of materials. Copyright of all materials provided by the Institute belongs to the Institute or its associated bodies. All materials are provided for personal use of the student only and are not to be copied, circulated or included in any other material or published in any form.

## 13. Changes in Ownership

The circumstances in which we may transfer this contract to someone else. For the purposes of constitutional changes to the Institute (including changes to the legal entity that owns and runs the Institute) or amalgamation of the Institute with another we may transfer the undertaking of the Institute to another person or organisation. We will notify you if we plan to do this and we will ensure that the transfer will not affect your rights under the Contract. We may transfer our rights and obligations under the Contract in connection with any such transfer and/or amalgamation.

## 14. Force Majeure (circumstances beyond our control)

(a) What we mean by an event outside of our/your control. We mean any event beyond either your or our reasonable control including, without limitation:

- (i) acts of God, flood, drought, earthquake or other natural disaster;
- (ii) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause);
- (iii) interruption or failure of utility service;
- (iv) the Coronavirus, the spreading of which has been classed as a pandemic and any effects arising from or in connection with the same including, but not limited to, any actions, recommendations, announcements, or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) which affect a party's performance of its obligations under the Contract;
- (v) epidemic or pandemic;
- (vi) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (vii) nuclear, chemical or biological contamination, or sonic boom;
- (viii) any law or any action taken by a government or public authority; and
- (ix) collapse of buildings, fire, explosion, or accident.

In the remainder of this Clause 14 we shall refer to these as a "Force Majeure Event".

(b) If and to the extent that a party ("**Affected Party**") is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the Affected Party shall as soon as practicable notify the other party in writing of the Force Majeure Event, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement.

(c) Provided it has complied with clause 14 (b), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations while such Force Majeure Event continues to have effect. The time for performance of such obligations shall be extended accordingly.

(d) The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

(e) If a Force Majeure Event is prevailing or predicted at the date of this agreement an Affected Party will be entitled to relief under this clause only if at the date of this Agreement, the Affected Party had good reason to believe that it would be able to perform its obligations notwithstanding the Force Majeure Event.



## 15 Notice

- (a) Notices must be in writing. When the Contract requires you or the Institute to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- (b) We will use the contact details held by the Institute to contact you. Communications (including notices) will be sent by the Institute to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the Institute of any change of address(es) or other contact details.**
- (c) How to provide written notice to the Institute. Notices that you are required to give under these Terms and Conditions must be **in writing** addressed to the Director of Training and either:
- (i) sent by email to the Institute using this email address: [course@mariamontessori.org](mailto:course@mariamontessori.org)
  - (ii) delivered by hand to the Institute;
  - (iii) sent to the Institute by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
  - (iv) otherwise sent to the Institute's address by first or second class post.

## 16. Governance and Jurisdiction

- (a) The law that applies to the Contract. The Contract is governed by English Law and either you or the Institute must bring legal proceedings in respect of the Contract in the English courts.
- (b) Rights in relation to the enforcement of the Contract. If we choose not to enforce any part of the Contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of the Contract, and, if we cannot enforce any part of the Contract, this will not affect our right to enforce the rest of the Contract.

## 17. Changes to this Contract

Reserving the right to change this Contract. We reserve the right to change or add to this Contract from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the Institute. The Institute will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.