



MONTESSORI
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Terms & Conditions

Montessori ST NICHOLAS (MSN) CHARITY AND ST NICHOLAS MONTESSORI TRAINING LIMITED (MONTESSORI CENTRE INTERNATIONAL – MCI) “(together, “Montessori Global Education”, “Montessori)”

Updated September 2025

1. DEFINITIONS AND INTERPRETATION

1.1 Acceptance of Terms

1.1.1. By using the Website and its sections (including, but not limited to ‘Network’, fill-in forms, transactions), you confirm you have read, understood, and agree to these Terms, our Privacy Policy, and any other policies referenced herein.

1.2. These Conditions apply to all transactions, purchases or service provision to individuals/ educators/ professional providers of education and care including nursery or kindergarten settings, schools, training centres and/or those defined as education providers under any statutory or regulatory requirements.

1.3 In these Conditions the following definitions apply:

“Buyer” means the named party in any Contract which has agreed to purchase the Services from Montessori, accepting any quotation and whose details are set out in any associated registrations or enrolments;

“Goods” means the goods (including any resources or materials associated with the goods or any part of them) which the Seller is to supply in accordance with these Conditions and any goods supplied in substitution for or in replacement of or in addition to such goods.

“Seller” means “Montessori Global Education” consisting of Montessori Centre International and Montessori St Nicholas. Montessori Centre International (MCI) is the trading name for St Nicholas Montessori Training Ltd, registered company number 06429337. Montessori St Nicholas (MSN) Charity is the abbreviated name for Montessori St Nicholas Ltd, registered company number: 00531204, registered charity number: 313636.

“Applicable Data Protection Laws” means (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Parent is subject, which relates to the protection of personal data;

“Applicable Law” means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;

“Bribery Laws” means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;

Montessori Global Education
33 Colston Avenue, Bristol, BS1 4UA, UK
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www.montessori-globaleducation.org

VAT Number: 798 4680 56
Registered Charity Number: 313636
Registered Company Number: 00531204

Montessori Global Education is the working name of Montessori St Nicholas Ltd, a charitable company registered in England, and its subsidiary, ST NICHOLAS MONTESSORI TRAINING LIMITED.

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday;

"Conditions" means Montessori's terms and conditions of supply set out in this document;

"Confidential Information" means any commercial, financial or technical information, information relating to the Services, plans, knowhow or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

"Contract" means the agreement between Montessori and the Buyer for the supply and purchase of Services incorporating these Conditions and including all their respective schedules, attachments, annexures and statements of work (as applicable);

"Control" has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and "Controls",

"Controlled" and **"under common Control"** shall be construed accordingly;

"Data Sharing Agreement" means the agreement in Montessori's standard form entered into between the parties;

"EU GDPR" means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law;

"Force Majeure" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, epidemic, pandemic, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving Montessori's or its suppliers' workforce, but excluding the Buyer's inability to pay or circumstances resulting in the Buyer's inability to pay;

"Intellectual Property Rights" means copyright, patents, knowhow, trade secrets, trade marks, trade names, branding, accreditation materials, course materials, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;

"Montessori Personnel" means all employees, officers, staff, other workers, agents and consultants of Montessori, its Related Persons and any of their subcontractors who are engaged in the performance of the Services from time to time; and **"Price"** has the meaning set out in clause 3.1; **"Related Person"** means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

"Services" means the Services set out in any Application Forms/ Registration materials/ associated documentation, to be performed by Montessori for the Buyer in accordance with the terms of any Agreement or Contract; **"UK GDPR"** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; **"VAT"** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1.3 In these Conditions, unless the context requires otherwise:



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- 1.3.1 a reference to the Contract includes these Conditions, the Application Form, and their respective schedules, appendices and annexes (if any);
- 1.3.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.3.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.3.4 words in the singular include the plural and vice versa;
- 1.3.5 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.3.6 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);
- 1.3.7 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made.

2. APPLICATION OF THESE CONDITIONS

- 2.1 These Conditions apply to and form part of the Contract between Montessori and the Buyer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No variation of these Conditions or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of Montessori and the Buyer respectively.
- 2.3 Montessori may issue quotations to the Buyer from time to time. Quotations are invitations only. They are not an offer to supply Services.
- 2.4 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

3. ACCOUNTS AND CREDENTIALS

- 3.1. Certain features require account creation.
- 3.2. You are responsible for maintaining the confidentiality of your credentials and any activity under your account.

4. PRICE

- 4.1 The price for the Services shall be as set out in the Application Form/ Associated documentation or, where no such provision is set out, shall be the published prices as advised by Montessori from time to time before the date the Contract is entered into (the "Price").
- 4.2 The Prices are exclusive of VAT (or equivalent sales tax).
- 4.3 The Buyer shall pay any applicable VAT to Montessori on receipt of a valid VAT invoice in accordance with the payment terms as set out in the associated application/ registration or enrolment material.
- 4.4 Montessori may increase the Prices from time to time by giving the Buyer not less than 3 months' notice in writing.

5. PAYMENT

- 5.1 Montessori shall invoice the Buyer for the Services, partially or in full, at any time following acceptance of the initial application/ registration documentation.

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5.2 The Buyer shall pay all invoices:

5.2.1 in full without deduction or set-off, in cleared funds within 21 days of the date of each invoice; and

5.2.2 to the bank account nominated by Montessori.

5.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

5.3.1 Montessori may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of Bank of England from time to time in force, and

5.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

6. PERFORMANCE

6.1 The Services shall be performed by Montessori on the date(s) or between the periods specified in the Schedule/ Application or registration documentation.

6.2 Time of performance of the Services is not of the essence. Montessori shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are indicative only.

6.3 Montessori shall not be liable for any delay in or failure of performance caused by:

6.3.1 the Buyer's failure to access relevant premises / physical venue requirements

6.3.2 the Buyer's failure to prepare the relevant premises as required for the performance of the Services;

6.3.3 the Buyer's failure to provide Montessori with adequate instructions for performance or otherwise relating to the Services; or

6.3.4 Force Majeure.

7. WARRANTY

7.1 Montessori warrants that, at the time of performance, the Services shall:

7.1.1 conform in all material respects to their description as set out in the Application Form;

7.1.2 be free from material defects;

7.1.3 be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13.

7.2 The Buyer warrants that it has provided Montessori with all relevant, full and accurate information as to the Buyer's business and needs.

7.3 As the Buyer's sole and exclusive remedy, Montessori shall, at its option, remedy, re-perform or refund the Services that are materially non-compliant with clause 6.1, provided that:

7.3.1 the Buyer provides written notice specifying that some or all of the Services are materially non-compliant with clause 6.1 and identifies in sufficient detail the nature and extent of the defects; and

7.3.2 the Buyer gives Montessori a reasonable opportunity to examine the claim of the defective Services.

7.4 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.

7.5 Except as set out in this clause 6:

7.5.1 Montessori gives no warranties and makes no representations in relation to the Services; and

7.5.2 shall have no liability for their failure to comply with the warranty in clause 6.1, and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

8. ANTI-BRIBERY

8.1 For the purposes of this clause 7 the expressions "adequate procedures" and "associated with" shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

8.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that: 7.2.1 all of that party's personnel;



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8.2.2 all others associated with that party; and

8.2.3 all of that party's sub-contractors; involved in performing the Contract so comply.

8.3 Without limitation to clause 7.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

8.4 The Buyer shall immediately notify Montessori as soon as it becomes aware of a breach or possible breach by the Buyer of any of the requirements in this clause 7.

8.5 Any breach of this clause 7 by the Buyer shall be deemed a material breach of the Contract that is not remediable and shall entitle Montessori to immediately terminate the Contract by notice under clause 15.1.1.

9. INDEMNITY AND INSURANCE

9.1 The Buyer shall indemnify, and keep indemnified, Montessori from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Montessori as a result of or in connection with the Buyer's breach of any of the Buyer's obligations under the Contract.

9.2 The Buyer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations (including but not limited to public liability insurance to cover site visits by staff, officers or agents of Montessori) under these Conditions. On request, the Buyer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Buyer shall on request assign to Montessori the benefit of such insurance.

10. LIMITATION OF LIABILITY

10.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 10. Subject to clauses 10.3 and 10.4, Montessori's total liability in respect of each Service provided to the Buyer and set out in the Application Form shall not exceed the aggregate fees paid by the Buyer to Montessori in respect of that Service. Subject to clause 10.4, Montessori shall not be liable for consequential, indirect or special losses.

10.2 Subject to clause 10.4, Montessori shall not be liable for any of the following (whether direct or indirect):

10.2.1 loss of profit;

10.2.2 loss of use;

10.2.3 loss of contract;

10.2.4 loss of data;

10.2.5 loss of opportunity;

10.2.6 loss of savings, discount or rebate (whether actual or anticipated);

10.2.7 harm to reputation or loss of goodwill;

10.2.8 the acts and omissions of any staff, personnel, or Related Person of the Buyer.

10.3 The limitations of liability set out in this clause 9 shall not apply in respect of any indemnities given by the Buyer under the Contract.

10.4 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

10.4.1 death or personal injury caused by negligence;

10.4.2 fraud or fraudulent misrepresentation;

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10.4.3 any other losses which cannot be excluded or limited by Applicable Law.

11. INTELLECTUAL PROPERTY

11.1 The Buyer agrees not to use Montessori's Intellectual Property Rights except in compliance with this clause 11.

11.2 All Intellectual Property Rights of Montessori are and shall remain at all times the sole intellectual property of Montessori. Montessori grants the Buyer a non-exclusive licence to use Montessori's Intellectual Property Rights in relation to the Services and in accordance with Montessori's logo guidelines published from time to time. All rights granted under any such licence shall cease immediately if the Buyer is no longer Buyer with Montessori (for whatever reason), save only to the extent that the Buyer requires the use of Montessori's Intellectual Property Rights in order to complete the delivery of teaching for an Montessori award where Montessori has expressly agreed to such use on a case by case basis.

11.3 The Buyer agrees not to make use of Montessori's Intellectual Property Rights, otherwise in accordance with the terms of the Contract, and shall remove all references indicating any affiliation with Montessori (including any logos, web-links, resources, etc.) within 28 days of receipt of confirmation of any discontinuation of affiliation with Montessori.

12. CONFIDENTIALITY AND ANNOUNCEMENTS

12.1 The Buyer shall keep confidential all Confidential Information of Montessori and of its Related Persons and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

12.1.1 any information which was in the public domain at the date of the Contract;

12.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

12.1.3 any information which is independently developed by the Buyer without using information supplied by Montessori or by any Related Person of Montessori; or

12.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract except that the provisions of clauses

12.1.1 to 12.1.3 shall not apply to information to which clause 12.5 relates.

12.2 This clause shall remain in force for a period of 5 years from the date of the Contract and, if longer, 3 years after termination of the Contract.

12.3 The Buyer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

12.4 The Buyer shall not make or contribute to any statements, advertisements or promotions in relation to Montessori that may or is likely to mislead the public.

12.5 To the extent any Confidential Information is personal data (as defined in clause 13) such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any of the provisions of clause 13.

13. PROCESSING OF PERSONAL DATA

13.1 For the purposes of the Contract, the terms, controller, personal data, and processing, shall have the meaning given to them in the UK GDPR.

13.2 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws in connection with the performance of their respective obligations under the Contract. The Contract is in addition to and does not relieve, remove or replace a party's obligations or rights under the Applicable Data Protection Laws.

13.3 The parties have determined that they shall each act as controller in respect of personal data processed pursuant to the Contract.

13.4 The parties will comply with the terms of the Data Sharing Agreement and ensure that appropriate privacy policies are in place for the purposes of the Applicable Data Protection Laws.

14. FORCE MAJEURE



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Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 90 days, either party may terminate the Contract by written notice to the other party.

15. TERMINATION

15.1 Montessori may terminate the Contract at any time by giving notice in writing to the Buyer if:

15.1.1 the Buyer commits a material breach of Contract and such breach is not remediable;

15.1.2 the Buyer commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;

15.1.3 the Buyer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after Montessori has given notification that the payment is overdue;

15.1.4 the Buyer fails to make substantive progress towards a full application for affiliation;

15.1.5 the Buyer no longer meets the criteria or standards for affiliation following annual and/or on-going monitoring;

15.1.6 any consent, licence or authorisation held by the Buyer is revoked or modified such that the Buyer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

15.2 Montessori may terminate the Contract at any time by giving notice in writing to the Buyer if the Buyer:

15.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

15.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Montessori reasonably believes that to be the case;

15.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

15.2.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;

15.2.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;

15.2.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;

15.2.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

15.2.8 has a resolution passed for its winding up;

15.2.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

15.2.10 suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

15.2.11 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;

15.2.12 has a freezing order made against it;

15.2.13 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

15.2.14 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 15.2.1 to 15.2.13 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

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15.3 The Buyer must notify Montessori promptly (and in any event within 7 days of a change of Control. Montessori may terminate the Contract any time by giving not less than 4 weeks' notice in writing to the Buyer if the Buyer undergoes a change of Control.

15.4 If the Buyer becomes aware that any event has occurred, or circumstances exist, which may entitle Montessori to terminate the Contract under this clause 15, it shall immediately notify Montessori in writing.

15.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of Montessori at any time up to the date of termination.

16. NOTICES

16.1 Any notice given by a party under these Conditions shall:

16.1.1 be in writing and in English;

16.1.2 be signed by, or on behalf of, the party giving it; and

16.1.3 be sent to the relevant party at the address set out in the Contract.

16.2 Notices may be given, and are deemed received:

16.2.1 by hand: on receipt of a signature at the time of delivery;

16.2.2 by Royal Mail Recorded Signed Forpost: at 9.00 am on the second Business Day after posting; or

16.2.3 by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting;

16.2.4 by email: at the time of transmission provided the email is sent to a valid email address as set out in the Application Form, or as otherwise notified by the parties.

16.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 16.1 and shall be effective:

16.3.1 on the date specified in the notice as being the date of such change; or

16.3.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.

16.4 All references to time are to the local time at the place of deemed receipt.

16.5 This clause does not apply to notices given in legal proceedings or arbitration.

17. CUMULATIVE REMEDIES

The rights and remedies provided in the Contract for Montessori only are cumulative and not exclusive of any rights and remedies provided by law.

18. FURTHER ASSURANCE

The Buyer shall at the request of Montessori, and at the Buyer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

19. ENTIRE AGREEMENT

19.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

19.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

19.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

20. ASSIGNMENT

20.1 The Buyer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Montessori's prior written consent, such consent not to be unreasonably withheld or delayed.



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20.2 Notwithstanding clause 20.1, the Buyer may perform any of its obligations and exercise any of its rights granted under the Contract through any Related Person provided that it gives Montessori prior written notice of such subcontracting or assignment including the identity of the relevant Related Person. The Buyer acknowledges and agrees that any act or omission of its Related Person in relation to the Buyer's rights or obligations under the Contract shall be deemed to be an act or omission of the Buyer itself.

21. SET OFF

21.1 Montessori shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Buyer under the Contract.

21.2 The Buyer shall pay all sums that it owes to Montessori under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

22. NO PARTNERSHIP OR AGENCY

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

23. EQUITABLE RELIEF

The Buyer recognises that any breach or threatened breach of the Contract may cause Montessori irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Montessori, the Buyer acknowledges and agrees that Montessori is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

24. SEVERANCE

24.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

24.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

25. WAIVER

25.1 No failure, delay or omission by Montessori in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

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25.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by Montessori shall prevent any future exercise of it or the exercise of any other right, power or remedy by Montessori.

26. COMPLIANCE WITH LAW

The Buyer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

27. COSTS AND EXPENSES

The Buyer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

28. THIRD PARTY RIGHTS

28.1 Except as expressly provided for in clause 28.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

28.2 Any Related Person of Montessori shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Related Person is not required in order to rescind or vary the Contract or any provision of it.

29. DISPUTE RESOLUTION

29.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 29.

29.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

29.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedure:

29.3.1 Within 5 Business Days of service of the notice, the contract managers (or equivalent) of each of the parties shall meet to discuss the dispute and attempt to resolve it.

29.3.2 If the dispute has not been resolved within 5 Business Days of the first meeting of the contract managers (or equivalent), then the matter shall be referred to the chief executives (or persons of equivalent seniority) of each of the parties. The chief executives (or equivalent) shall meet within 5 Business Days to discuss the dispute and attempt to resolve it.

29.4 Until the parties have completed the steps referred to in clause 29.3, and have failed to resolve the dispute, neither party shall commence formal legal proceedings except that either party may at any time seek urgent interim relief from the courts.

30. GOVERNING LAW AND JURISDICTION

30.1. The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

30.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

31. LINKS TO THIRD-PARTY SITES



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31.1. Our Website may link to third-party services. We do not control them and are not responsible for their content or policies.

32. DISCLAIMER OF WARRANTIES

The Website is provided "as is" and "as available." We disclaim all warranties, whether express or implied, to the fullest extent permitted by law.

33. CONSENT TO COMMUNICATIONS & MARKETING

33.1. By providing your contact information and using the Website, you expressly consent to receive:

33.1.1. Promotional or informational emails and messages from us.

33.1.2. Communications from carefully selected third-party partners whose products or services may interest you.

You may opt out at any time via the unsubscribe link or by contacting us at connect@montessori.org.uk.

Note: Non-marketing administrative messages (e.g., account-related updates, legal notices) are considered essential service communications and do *not* require your consent.

34. MODIFICATIONS

34.1. We reserve the right to update these Terms at any time. Changes take effect immediately upon posting; continued use constitutes acceptance of the updated Terms.

If you would like to discuss any aspect of these terms and conditions, please contact;

Montessori Global Education, 33 Colston Avenue, Bristol, BS1 4UA, UK

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