



## Fees in Advance Scheme (FIA)

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### Scheme Terms & Conditions

#### Objective

The objective of the Fees in Advance Scheme (the **Scheme**) is to provide a method where the cost of your child's education at St Hilda's Harpenden (the **School**) can be reduced by making this advance lump sum payment. From a contractual point of view, these supplemental terms and conditions must be signed by the parents who are already signatories to the main parent contract, and the individual paying the lump sum payment, if different (e.g. grandparents or any other relative).

The School will maintain its direct contractual relationship with the parents under the main parent contract (the terms of which will remain fully in force and effective as between the School and the parents as holders of parental responsibility) and these terms and conditions will form part of that relationship.

#### Basis of the Scheme

A lump sum payment to the School at or after the acceptance by the parent of an offer of a place for the child at the School will be applied against the amount due in respect of each term's fees for an agreed number of terms. A discount will be applied upfront based on the number of years the lump sum is to be applied for

#### Terms & conditions

- 1) **Contract:** These terms and conditions (the **FIA Terms and Conditions**) are supplemental to the School's standard terms and conditions that the parents agreed when accepting a place for the child concerned (the **Parent Contract**). As between the parents and the School (excluding the payer, if different), the FIA Terms and Conditions form part of the Parent Contract and, therefore, the contractual relationship between the parents and the School. The terms and conditions of the Parent Contract shall continue to bind the parents in full.
- 2) **Identity of Payer:** Where the payer is not a parent of the child, they will be required to agree to these FIA Terms and Conditions by signing below. References in these FIA Terms and Conditions to "parents" shall be interpreted as including the payer, as applicable and as the context requires. The parents agree to provide the School with such information as the School may request and agree that the School may carry out checks that the School considers necessary or appropriate, including through third parties, so that the School is able, to its satisfaction, to verify the identity of the parents and the source of funds being paid into the Scheme *\*(for further information please refer to our Anti-Money Laundering Policy)*.
- 3) **Ownership of Advance Payment:** All payments made in accordance with the Scheme form part of the general funds of the School and may be used for such purposes as the School may from time-to-time determine.

- 4) **Creditors:** The parents should be aware that if the School becomes unable to pay its debts, by reason of insolvency or otherwise, the parents will be unsecured creditors of the School and that the amount of any lump sum payment paid to the School under the Scheme might not be returned to the parents.
- 5) **Source of funds:** The parents agree to provide the School with such information as the School may request and agree that the School may carry out checks that the School considers necessary or appropriate, including through third parties, so that the School is able to verify, to its satisfaction, the identity of the parents and the source of funds being paid into the Scheme.
- 6) **Additional Payments Required:** Those responsible for the fees and supplemental charges under the Parent Contract must meet the difference between the amount per term applied under this Scheme and the total amount due in respect of the child each term. Differences will arise where, for example, there have been increases in fees, supplemental charges, and other extras, or where taxes are due on any fees or supplemental charges, for example if there is a change which results in VAT being payable on school fees and such change applies to any of the terms covered under the Scheme. Payment of an amount equal to any such difference shall be made in accordance with the terms of the Parent Contract.

#### **The Advance Payment:**

- 7) a) The Scheme may be used to pay in advance the whole or a portion of fees for a set number of terms during the child's potential time at the School, from a **minimum of 2 terms up to a maximum of 15 terms**. The minimum amount accepted by way of payment into the Scheme is an amount calculated to generate termly payments of £500 per term. Unless agreed with the Business Manager in advance, the maximum advance lump sum payment accepted is of an amount equal to that calculated to cover the termly tuition fee for the total duration of the child's education at the School at the time of entering the Scheme.  
  
b) On receipt of an advance lump sum payment, the School will make a specified allocation to the fee account of the relevant child of an agreed amount for an agreed number of terms. To calculate the amount of the total advance lump sum payment, the School and the parents will agree in advance the amount that will be allocated against each term's fees and the set number of terms intended to be covered by the arrangement (the **Fee Contribution**). The School will apply the discount rate set out in the **Standard Table** at the end of these FIA Terms and Conditions to the amount of the Fee Contribution. This rate is a one-off discount based on number of years fees the lump sum is allocated to. For the avoidance of doubt, the School will only accept payment of the advance lump sum in Pounds Sterling, bank transfer only.  
  
c) Following receipt by it of a lump sum payment in freely available, cleared funds, the School will confirm in writing to the parent the amount of the lump sum payment received, the number of terms intended to be covered by the arrangement, the applicable discount rate, and the amount to be allocated against each term's fees. To participate in the Scheme, the School must in all cases receive payment of the advance lump sum payment and a signed copy of these FIA Terms and Conditions before the beginning of the first term to be covered. For the purposes of the Scheme, terms will be deemed to commence as follows:
  - Spring Term: 2<sup>nd</sup> January
  - Summer Term: 15<sup>th</sup> April
  - Autumn Term: 1<sup>st</sup> September
- 8) **Acceptance:** An advance lump sum payment will only be accepted in respect of those children for whom a registration fee and deposit have been received by the School and an offer of a place accepted. Notwithstanding clause 6b) above, the payment of an advance lump sum payment in accordance with the Scheme does not in itself guarantee a child a place in the School, nor does it in any way alter the terms of, or requirements for, entry to the School or entitle the child to preferential treatment.

#### **Cancellation:**

- 9) Subject to the terms of the Parent Contract (including in particular those terms relating to the withdrawal of a child on notice) and Clause 11) of the FIA Terms and Conditions below, if a child leaves the School for any reason prior to the commencement of the last term covered by the Scheme or does not take up their

place at the School, an amount equal to the yet-to-be applied proportion of the advance lump sum payment made under the Scheme will be refunded (not including the discount) for that period and less any amounts owed to the School at the time of the refund, including any fees payable to the School in lieu of notice, to the parents. A written/email request should be given to the Business Manager a term in advance.

- 10) Without prejudice to Clause 6), the School retains sole discretion as to how and to what extent any subsequent adjustment in the headline level of school fees is to be taken into account in determining the amount of each term's fees that is covered by the lump sum.
- 11) Subject only to Clause 13) below, the School will not pay any refund or sum of money owed to the parents under the Scheme to a **third party**. The parents agree to reimburse the School for the amount of any taxes (if any) the School is required to pay as a result of refunding any unapplied portion of the advance lump sum payment.
- 12) **Cancellation rights:** If the Payer is an individual and they do not meet face to face with the School before accepting these terms and conditions they have 14 days after the earlier of the day we receive your agreement or payment (the **Cancellation period**) to change their mind and cancel the agreement without incurring any liability to the School. However, if the educational services covered by the Advance Payment have commenced before any written notice is received, they will lose their cancellation rights on the start date of these educational services being provided, even if the 14-day Cancellation Period is still running.
- 13) **Transfer of funds:** Upon no less than one term's prior written notice and subject to the School's prior approval, the parents may request that an unapplied portion of the advance lump sum payment be transferred between children who are siblings at the School. Where the parent and the payer of the advance lump sum payment are different, both must agree to the transfer in writing.
- 14) **Queries or requests:** for information regarding the Scheme should be addressed to the Business Manager at the School (bmanager@sthildasharpenden.co.uk).
- 15) **Changes in the law:** In the event of any change to the School's status, or to any legal or taxation arrangements which have or could reasonably be expected to have an impact on the School's running of the Scheme, or for any other substantive reason, the School reserves the right to make changes to these FIA Terms and Conditions or the general arrangements of the Scheme with a minimum notice period of three (3) months to the parents.
- 16) **Consumer rights:** The terms of this scheme are believed to be in accordance with the custom and practice of independent schools and to be fair to the Payer, the Parents, the pupil and the school. If any words, alone or in combination, infringe consumer rights legislation or any other provision of law, they shall be treated as servable and shall be replaced with words which give as near the original meanings as may be fair.
- 17) **Interpretation:** Unless required to grammatical sense of the immediate context, headings are for ease of reading only and are not otherwise part of the scheme conditions.
- 18) **VAT:** The lump sum payable is exclusive of VAT which shall be payable in addition (if applicable). For the avoidance of doubt, in the event that a change to VAT legislation imposes a VAT charge (or a greater VAT charge) on the supply of educational services, and VAT is payable on any supply for which any payments made into the Scheme are consideration for VAT purposes, the parents shall pay to the School an amount in addition to such payments equal to any VAT that is due.
- 19) **Jurisdiction:** These FIA Terms and Conditions are governed by English Law and either the parents or the School must bring legal proceedings in respect of these FIA Terms and Conditions in the English Courts.



## Standard Table

### Fees in Advance Scheme

Year no. of FIA agreement	Number of terms to be funded	Discount Rate
1st	1 <sup>st</sup> to 3 <sup>rd</sup>	0.50%
2nd	4 <sup>th</sup> to 6th	1.25%
3rd	7 <sup>th</sup> to 9th	2.00%
4th	10 <sup>th</sup> to 12th	2.75%
5th	13 <sup>th</sup> to 15th	3.50%

### Example

Hilda's parents pay a lump sum of £36,000 and wish to allocate it over 3 years (£4,000 per term). They will receive a 2% discount of future additional fees based on this lump sum, which equates to an additional £720 in their account. Their cumulative credit is now £36,720 for 9 terms, effectively £4,080 per term paid in advance against fees.

Hilda's family are relocating to Whitby after 2 years, they give the appropriate notice as per the contract and request in writing the return of the advance fees for the final year. £12,000 will be returned, fees of £12,240 will be reversed on their account (subject to Clause 4 above).

*Subject to the Terms and Conditions of Fees in Advance Scheme.*

*Updated June 2024*



**Fees in Advance Scheme – Application Form and Agreement**

Name of Child .....<sup>1</sup>

Who is currently in Year .....

or entered for admission in .....

We agree to the conditions set out in the FIA Terms & Conditions - date: .....

We hereby confirm that we will / have instructed our/my bank to make a direct transfer for £..... to St Hilda's Harpenden Ltd (bank details below) for an advance lump sum payment.

£ ..... per term from ...../.....[term / date] for ..... (No. of terms)

<p>Signature of Parent <u>(required whoever makes the payment)</u></p> <p><b>Signed by:</b></p> <p>..... (signature)</p> <p>..... (print name)</p> <p>..... (date)</p> <p>..... (relationship to child)</p> <p><input type="checkbox"/> Tick here to confirm this signatory has parental responsibility for the child.</p> <p>.....</p> <p>.....</p> <p>..... (address)</p>	<p>Signature of Parent <u>(required whoever makes the payment)</u></p> <p><b>Signed by:</b></p> <p>..... (signature)</p> <p>..... (print name)</p> <p>..... (date)</p> <p>..... (relationship to child)</p> <p><input type="checkbox"/> Tick here to confirm this signatory has parental responsibility for the child.</p> <p>.....</p> <p>.....</p> <p>..... (address)</p>
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<sup>1</sup> Where more than one sibling is joining the Scheme at the same time, please complete a separate documentation for each child.

Signature of person making payment (Payer) \* refer to clause 2)  
(required if different from Parents)

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Relationship to the Child

.....

Date.....

Permanent Address:

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.....

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Should you require further advice or information about the FIA Scheme, please contact our Business Manager –

Mrs D. Taylor, email: [bmanager@sthildasharpenden.co.uk](mailto:bmanager@sthildasharpenden.co.uk) telephone: 01582 712307

BANK ACCOUNT NAME

St Hilda's School (Harpenden) Limited

SORT CODE (Transit / ABA)  
30-93-90

ACCOUNT NUMBER  
00183438

IBAN  
GB16LOYD30939000183438

BIC (Swift code)  
LOYDGB2138

**Address:** St Hilda's School, 28 Douglas Road, Harpenden, Hertfordshire AL5 2ES

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