



Fees in Advance Scheme *Terms & Conditions*

1. Objective

The objective of the Fees in Advance Scheme (the **Scheme**) is to provide a method where the cost of a child's education at New Hall School (the **School**) can be reduced by making an advance lump sum payment. This document (the **Scheme Terms & Conditions**) sets out the terms and conditions applicable to the Scheme. Participation in the Scheme will require these Scheme Terms & Conditions to be signed by the parents/guardians who signed the School's 'Acceptance Form', **and** the individual who will be paying the lump sum payment (the **fee payer**) (if payment is to be made on behalf of the parents/guardians by someone different).

The School will maintain its direct contractual relationship with the parents/guardians who are already signatories to the School's 'Acceptance Form' and standard terms and conditions (the terms of which will remain fully in force and effective as between the School and the signatories as holders of parental responsibility), and these Scheme Terms & Conditions will form part of that relationship.

2. Basis of the Scheme

In return for a lump sum payment to the School at or after the acceptance by the parents/guardians of an offer of a place for the child at the School, the School will apply a credit against the amount due under each term's fee invoice for an agreed number of terms. The total value of these credits will be commuted (that is, have a discount applied) at an agreed rate in order to calculate the total amount of the up-front lump sum payable by the fee payer to the School under the Scheme, with such calculation carried out by the School and agreed by the parents/guardians (and, if applicable, the fee payer) prior to the parents/guardians (and, if applicable, the fee payer) joining the Scheme. The School will use funds received through the Scheme for long-term investments relating to the School, both financial and capital.

3. Terms & Conditions

- a) **General:** These Scheme Terms & Conditions are supplemental to the School's standard Terms & Conditions that the parents/guardians agreed to when accepting a place for the child concerned (the **School's standard Terms & Conditions**). As between the parents/guardians and the School (excluding the fee payer, if different), the Scheme Terms & Conditions form part of the School's standard Terms & Conditions and, therefore, the contractual relationship between the parents/guardians and the School. The terms and conditions of the School's standard Terms & Conditions shall continue to bind the parents/guardians in full.
- b) **Where the Fee Payer differs from the parents/guardians of the child:** where the fee payer is not a parent or guardian of the child, they will be required to agree to these Scheme Terms & Conditions by signing below. References in these Scheme Terms & Conditions to 'parents' and 'guardians' shall be interpreted as including the fee payer in addition to the parents/guardians who signed the School's 'Acceptance Form', as applicable and as the context requires.

- c) **School's use of funds received under the Scheme:** 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.
- d) **Nature of liability:** the parents/guardians should be aware that if the School becomes unable to pay its debts, by reason of insolvency or otherwise, the parents/guardians will be unsecured creditors of the School and the amount of any lump sum payment paid to the School under the Scheme might not be returned to the parents/guardians.
- e) **Identity of the Payer:** the parents/guardians 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/guardians and the source of funds being paid into the Scheme in accordance with the School's legal and other related obligations.
- f) **Connected parties:** the Scheme is not open to parents/guardians who are deemed to be connected to the school.

To confirm, the School will not fund any element of the prepayment of the total fees payable. Should a remission, such as a Scholarship with a financial award, Bursary or Grant offered by the school be deemed to be funding and such a remission be made for a child for whom a Fees in Advance prepayment has been made, then the prepayment account will be closed by the school and the outstanding credit balance be returned to the child's parent / guardian.

- g) **Payment of the funds:** Prepayments must be received into the School's bank account by bank transfer prior to the due date of the first term's fees as covered by the individual scheme agreement. The School will not fund any part of the prepayment.

4. **What the Advance Payment will cover:** The Scheme may be used to provide advance payments towards fees for a set number of terms during the child's potential time at the School, from a minimum of 1 academic year (3 terms). The period may be for any number of terms, subject to the minimum number of terms referred to below in this Clause 4, and can start at any term.

The minimum advance lump sum accepted is of an amount equal to that calculated to cover the termly tuition fee for the 3 terms following the time of entering the Scheme.

5. **What the Advance Payment will not cover:** Those responsible for the fees under the School's standard Terms & Conditions must meet the difference between the amount per term paid by the School under this Scheme and the total amount invoiced and due in respect of the child/ren each term.

Differences will arise where, for example, there have been increases in fees in academic years subsequent to the first year of the Scheme, supplemental charges, and other extras and/or expenses due under the School's standard Terms & Conditions.

Payment of an amount equal to any such difference shall be made in accordance with the School's standard Terms & Conditions and shall be subject to taxes and levies which are applicable to them as in force at the date invoiced.

6. **Calculation of the advance lump sum:** In return for an advance lump sum payment, the School will make a specified payment to the fee account of the relevant child of an agreed amount for an agreed number of terms, at the start of each term.

In order to calculate the amount of the total advance lump sum payment, the School and the parents/guardians will agree in advance the amount that will be credited against each term's fees, and the set number of terms intended to be covered by the arrangement (the **Fee Credit**).

The School will apply the currently applicable discount rate, as agreed by the School's Governors, to the amount of the Fee Credit (see Clause 8 below for the current discount rate). This calculation will generate the amount of the advance lump sum payment payable by the parents/guardians.

Any quotations of lump sums are provided inclusive of VAT.

7. **Provision of a Quotation:** The School will provide, on request, a **calculation schedule** ("**quotation**") illustrating the value of the Fee Credit, the discount and the payments applied to the fee account (see Clause 8 below). This will form the basis of any Fees in Advance agreement between the School and the parents/guardians. The School does not offer the facility to vary the termly fee payments from those which are agreed at the start of the agreement.

8. **Applicable discount rate:** The **commutation (discount) rate** for Fees in Advance agreements starting in or after the academic year 2025/2026 is **3.9% per annum** and is calculated on a compound basis in arrears. The commutation (discount) rate will be reviewed by the School from time to time, noting, amongst other factors, movements in the Bank of England base rate. This will normally be by 31 March in each calendar year. Should the School amend the commutation rate, then this will be communicated as soon as is reasonably practicable after Governors have agreed the change. The School will only provide quotations for agreements to start in the next academic year after this date (i.e. once the applicable discount rate is set by the School's Governors).

Once parents/guardians have joined the Scheme and full payment of the relevant lump sum amount has been received by the School in freely available, cleared funds, **the commutation (discount) rate at the time of such payment will apply for the duration of the arrangement secured by that payment.**

This is because the School will use the funds received under this scheme for long-term investments (both financial and capital) as approved by the School's Governors from time to time.

Payment of the advance lump sum may be made using any of the School's standard methods for payment of fees, details of which are available on request from the School's Head of Finance. For the avoidance of doubt, the School will only accept payment of the advance lump sum in Pounds Sterling. Notwithstanding the foregoing, the Scheme is applicable to all parents/guardians irrespective of whether the parents/guardians live in the UK or overseas.

9. **Confirmation of agreement:** Following receipt by the School of a lump sum payment in freely available, cleared funds, the School will allocate the funds received to specific School terms (for example, Michaelmas Term 2025) and confirm in writing to the parents/guardians the amount of the lump sum payment received, the terms to which the prepayment relates (in the form of

an official invoice), the applicable commutation (discount) rate, and the amount to be credited against each term's fees.

In order 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 Scheme Terms & Conditions before the first day of the first term to be covered.

The start dates of terms vary from year to year and are available on the School's website.

Parents/guardians shall not be entitled to terminate the agreement for participation in the Scheme, although they may receive a refund of some of the advance lump sum payment in the circumstances envisaged in Clause 12 below.

10. **Application of the Scheme to children joining the School:** 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.
11. **The Scheme does not guarantee a place at the School:** Notwithstanding Clause 9 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.
12. **Refund on leaving the School early:** Subject to the terms of the School's standard Terms & Conditions (including in particular those terms relating to the withdrawal of a child on notice) and Clauses 13 and 14 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 unused proportion of the advance lump sum payment made under the Scheme will be refunded to the parents/guardians.

This refund will be made within six months of the date on which (a) written notice is received by the School of cancellation of the child's entry or withdrawal by a parent/guardian or (b) the child is refused admission or is withdrawn, removed or expelled.

The refund amount will be calculated after deductions for any amounts owed to the School at the time of the refund, including any fees payable to the School in lieu of notice and deposits owed.

The quotation provided to and agreed by parents when they joined the Scheme shall be used to calculate the amount of any such unused proportion.

13. **Payment of refunds to a third-party:** Subject only to Clause 14 below, the School will not pay any refund or sum of money owed to the parents/guardians under the Scheme to a third-party. The parents/guardians 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 unused portion of the advance lump sum payment.
14. **Transfer to a sibling:** Upon no less than one term's prior written notice and subject to the School's prior approval, the parents/guardians may request that an unused proportion of the advance lump sum payment be transferred between children who are siblings at the School. Where the parent/guardian and the fee payer of the advance lump sum payment are different, both must agree to the transfer in writing.

15. **Other refunds:** The provisions for refund of the advance lump sum payment made under the Scheme in Clause 12 above shall apply to any refund that is required under Clause 17 below except that the refund amount shall be payable by the School within six months of the relevant date of termination.

16. **Scholarships etc:** The value of any scholarship, award or other form of free, partly free or assisted place or discount awarded before the date of this Scheme will be allowed to the parents/guardians (or other fee payer) and will be included in the quotation provided.

In the case of an award after the Scheme has been agreed, there will be a termly refund to the parents/guardians (or other fee payer) if the amount of the termly award and the Fee Credit is in excess of the full fees payable.

17. **Direct Debit Mandates:** Participation in the Scheme does not remove the need for the School to hold a valid direct debit mandate; this will be utilised for the collection of all amounts due over and above the amount paid through the Scheme. Cancellation of the applicable direct debit mandate shall give the School the right to terminate the agreement for participation in the Scheme (and in such circumstances the provisions of Clause 15 above shall apply).

18. **Confidentiality:** The School shall be at liberty to provide all relevant information about the operation of this Scheme to all parties who have signed their agreement to this Scheme.

19. **Disputes between parents/guardians and the fee payer:** If a dispute should arise between the fee payer and the parents/guardians or between the parents/guardians themselves as to the continued education of the child, the balance of the funds shall be held by the School and administered in accordance with these Scheme Terms & Conditions until the dispute has been resolved by agreement or court order duly served on the School.

20. **In case of questions about this agreement:** Queries or requests for information regarding the Scheme should be addressed to Head of Finance at the School.

21. **Changes to these Terms & Conditions:** In the event of any change in legal or taxation arrangements, or exceptional changes in economic conditions, which have or could reasonably be expected to have an impact on the School's effective running of the Scheme, the School reserves the right to make changes to these Scheme Terms & Conditions or the general arrangements of the Scheme with a minimum notice period of three (3) months to parents/guardians and fee payers with Schemes currently in place (or a shorter period of notice if necessary in the context of the relevant legal or taxation change). If the School receives notification from any parents/guardians or fee payers that such changes are not acceptable, the relevant agreement for participation in the Scheme shall be deemed to be terminated (and in such circumstances the provisions of Clause 15 above shall apply).

22. **Jurisdiction:** These Scheme Terms & Conditions are governed by English law and either any legal proceedings in respect of these Scheme Terms & Conditions must be brought in the English courts.

23. **Validity of agreement:** This agreement is only valid if signed and dated on the next page by the parents/guardians, the fee payer (if applicable) and the School's Head of Finance.

CHILDREN COVERED BY THIS AGREEMENT

Name _____

Name _____

Name _____

Name _____

SIGNED / DATED

Parent/Guardian 1 _____

Date: _____

Name _____

Parent/Guardian 2 _____

Date: _____

Name _____

Fee Payer* _____ **Date:** _____

Name _____

ON BEHALF OF NEW HALL SCHOOL

Mr Tony Dhanoa
HEAD OF FINANCE

Date

*If different from the two parents/ guardians, who should be the same individuals who signed the Acceptance Form for the child/ren to whom this Fees in Advance scheme relates.