

Fees in Advance Scheme Scheme Conditions - Warwick Independent Schools Foundation

April 2024

- 1 **Introduction:** This scheme which has been authorised by the Governors of Warwick Independent Schools Foundation (**School**) is designed to enable parents, carers or third parties to make a single advance composition payment (**Advance Payment**) to the School to settle future school fees for a named pupil for a specified period, in exchange for a fair and reasonable discount (**Advance Payment Discount**), in accordance with tax and charity law. This scheme is offered at the Governors' discretion and should be read in conjunction with the **Fees in Advance Letter** which contains the details of which pupil and to which terms this scheme will apply.
- 2 **Parent(s):** Has the same meaning ascribed to it in the School's main terms and conditions (**Parent Contract**).
- 3 **Payer:** The person(s) (whether a Parent or any other person with the consent of a Parent) from whom an Advance Payment is received by the School. If there is more than one Payer, their rights and obligations under this scheme are joint and several. The Payer may wish to take financial or legal advice before making an Advance Payment. No statement made by or on behalf of the School shall be, or be treated as, financial or investment advice. A presumption of advancement in favour of the pupil may arise in relation to an Advance Payment and the Parents may wish to seek independent advice on this point before agreeing to these Scheme Conditions.
- 4 **Identity of the Payer:** From time to time the School may be required to satisfy itself of the identity of anyone making payments of large capital sums into the School. All such payments will be subject to the School's anti-money laundering policy. Before an Advance Payment can be accepted, the School may ask the Payer to produce proof of identity, such as an original passport or driver's licence, and payment must be made from a UK account that is in the same name as the Payer. The School will also need to be able to identify the Payer as a known relative or carer for the pupil, such as a parent or grandparent. Cash payments will not be accepted.
- 5 **Contractual matters:** The Parent Contract and the Fees Notice of the School as varied from time to time apply to and are incorporated in this scheme but these scheme conditions, as amended from time to time, will prevail in the event of a conflict or ambiguity. A Payer who is not also a Parent shall not acquire any rights or obligations under the terms of the Parent Contract save as provided in these scheme conditions. All Parents shall continue to be subject in all respects to the Parent Contract as amended from time to time, irrespective of whether future fees have been paid in advance under this scheme.
- 6 **Admission of the pupil:** Whether or not an Advance Payment has been made, admission to the School (where the pupil has not yet entered) is subject to the admission requirements at the time and the right to remain at the School (where the pupil is already attending) is subject to satisfactory academic standards and conduct. All pupils are subject in all respects to the Parent Contract as amended from time to time irrespective of whether future fees have been paid in advance under this scheme.
- 7 **Ownership of the Advance Payment:** Once paid to the School, an Advance Payment shall belong to, and form part of, the general funds of the School for the School's exclusive unfettered use, subject to the provisions for refund (below).

- 8 **The Advance Payment:** The Advance Payment is a fixed amount to settle future terms' tuition fees and boarding fees (where applicable) in respect of the pupil, as set out in the Fees in Advance Letter, and as those expressions are defined in the Parent Contract and the Fees List from time to time. The Advance Payment will be used to pay for the future terms' fees as set out in the Fees in Advance Letter. The Advance Payment is non-refundable, other than as stated in clauses 16-22.
- 9 **Settlement:** The Advance Payment is used to settle fees as set out in paragraph 8 above and will not cover:
- 9.1 any balance of an increase in tuition fees and boarding fees
 - 9.2 any items normally charged to a pupil's account as an extra or administration or interest charges, or charges for damage, unless specifically mentioned; or
 - 9.3 fees in lieu of notice and, where applicable, the registration fee and any deposit.
- 10 **School terms:** The Advance Payment is used to settle future terms' fees on the date it is received, as set out in the Fees in Advance Letter, however for the purposes of this scheme, the School terms are deemed to start on the actual first day of each term as published by the School.
- 11 **Settling the pupil's fees:** At the time an Advance Payment is received by the School, the fees for future terms will be settled on that date, as set out in the Fees in Advance Letter. In addition to this early settlement, a Termly Invoice will continue to be raised each term in relation to supplemental charges and extras that have been accrued in arrears. The Termly Invoice will also include the balance of any tuition or boarding fees that were not satisfied in advance by the Advance Payment (**Top Up Fees**).
- 12 **Absence from School:** Absence during term time because of illness, suspension, or if a School Term is shortened or a vacation extended or for any other reason will, for the purposes of this scheme, be treated as time spent at the School.
- 13 **Advance Payment Discount:** in recognition of the benefit to the School of the Advance Payment, a fair and reasonable discount may be applied to amounts paid under the Scheme. The details of the Advance Payment Discount will be set out in the Fees in Advance Letter.
- 14 **Awards of funding:** The value of any scholarship, exhibition or other form of assisted place or discount awarded before the date of this scheme will be shown on the Fees in Advance Letter and will form part of the calculation of the scheme. In the case of any scholarship or discount offered after the Advance Payment has been made, the amount of such discount will be applied to any Termly Invoices for Top Up Fees. In the event that the amount of an award would exceed any Termly Invoice for Top Up Fees due, the School will apply a "discount credit" to the pupil's account which can be refunded to the Payer at the end of the scheme.
- 15 **Increases or reductions in fees:** Subject to paragraph 9.1, the School's fees, or other sums, may increase during the period of this Advance Payment scheme, such fee increases to be invoiced and payable in advance of each term (in the Termly Invoice) and extras or disbursements will be invoiced in arrears. If the rate of fees (or other amounts) is reduced, either this will be reflected in a reduced Top Up Fee for that Term, or a credit will be applied to the pupil's account which can be refunded to the Payer at the end of the Scheme.

- 16 **Cancellation of entry or exclusion:** Subject to the rules about fees in lieu of notice and disputes (below), the School shall refund that portion of the Advance Payment which applies to those future terms which will not be attended by the pupil, less any other sums due and owing. This refund will be processed within three months of the date on which:
- 16.1 written notice is received by the Head of cancellation of the pupil's entry;
 - 16.2 written notice is received by the Head of withdrawal by a Parent;
 - 16.3 the pupil is refused admission or is withdrawn, removed or expelled.
- 17 **Deductions from refund:** All unpaid supplemental charges, extras and any other sums owed in respect of the pupil (even though the primary liability for payment may be that of a Parent) will be deducted from sums to be refunded to the Payer.
- 18 **Cancellation Rights:** If the Payer is an individual and they do not meet face to face with the School before accepting a quotation and these Scheme Conditions they have 14 days after the earlier of the day the School receives the Payer's acceptance or payment (the **Cancellation Period**) to change their mind and cancel this agreement without incurring any liability to the School.
- 19 **Exception:** There is one exception to clause 18 above. If the date from which the School has agreed to start providing the educational services covered by the Advance Payment falls before the expiry of the 14 day Cancellation Period then, unless the Payer tells the School in writing before that start date that they wish to cancel this agreement, they will lose their cancellation rights on the start date and their obligations will under this agreement (including the obligation to pay) start to run, even if the 14 day Cancellation Period is still running.
- 20 **How to cancel under paragraph 18:** The Payer may email or write to the Director of Finance using the contact details in the Fees in Advance letter. If writing or emailing the Payer may (but does not have to) use the cancellation form included at the end of these terms. If the Payer chooses not to use the form, they must simply make it clear that they are exercising their right of cancellation.
- 21 **After the Cancellation Period:** Once the Payer has lost their right to cancel, either at the end of the 14 day Cancellation Period or because the School has started to provide educational services before its expiry, the general rights to give notice of termination in these Scheme Conditions will apply.
- 22 **Cancellation of this scheme by the Payer:** Other than as set out in clauses 18-21 above, the Payer may not cancel this Scheme. If the circumstances set out in clauses 16 and 17 above apply, the Parent shall, on behalf of the Payer, provide the necessary written notice to the Director of Finance in order to cancel this scheme. After the expiry of the period of notice, the School shall refund that portion of the Advance Payment which applies to those future terms which will not be attended by the pupil, less any other sums due and to the School (including any fees due in lieu of notice, if appropriate). The required notice periods as set out in the Parent Contract will apply to this scheme, meaning one full term's notice is required to withdraw a pupil without penalty.
- 23 **Deposits / credits:** Any deposit or credit arising when the pupil leaves the School will be refunded or credited to the Payer, less any sums owed to the School, at the end of the refund process.
- 24 **Fees in lieu of notice:** If for any reason other than a decision made by or on behalf of the School, the pupil's place is cancelled and/or the pupil is withdrawn from the School on less than a term's notice, a term's fees will

be payable in lieu of notice in accordance with the Parent Contract before any refund is made in accordance with these Scheme Conditions.

- 25 **Appropriation:** This scheme is offered at the Governors' discretion and the School reserves the right to use the Advance Payment to satisfy any sums that have become due and owing to the School but have not been paid within two months of the due date, with interest and reasonable administration charges, before any refund is made in accordance with these Scheme Conditions.
- 26 **Changes in the law:** In accordance with charity law (where applicable), if, in the future, any tax or duty is imposed or any tax benefit or allowance is withdrawn from the School or from independent schools generally or if there are exceptional changes in economic conditions which reduce the intended value of the Advance Payment to the School, the School will include any necessary balancing payment in the Termly Invoice so as to ensure any such tax or duty is met and/or to restore the original intended value of the Advance Payment to the School.
- 27 **Bankruptcy:** The School may, but shall not be obliged to, terminate this scheme in the event:
- 27.1 A petition for a bankruptcy order is presented or a bankruptcy order is made against the Payer or the Payer makes an application for a bankruptcy order; or
- 27.2 Any payment of any nature whatever received by the School from the Payer is avoided, reduced, set aside or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or for any other reason, or any action, proceeding, claim, demand or step is taken, brought or made with a view to such avoidance, reduction, setting aside or order being made for refund,
- at which point the refund provisions in clause 22 would apply.
- 28 **Confidentiality:** The School shall be at liberty to provide all relevant information about the operation of this scheme to the Parent with whom the pupil resides from time to time. In all other respects and unless the School receives and accepts instructions to the contrary, it will be assumed that the Parents and the Payer are in each other's full confidence as to all matters concerning this scheme.
- 29 **Interest:** A refund of the Advance Payment or any part of it, by the School to the Payer, shall be made without interest.
- 30 **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 severable and shall be replaced with words which give as near the original meanings as may be fair.
- 31 **Interpretation:** Unless required to make grammatical sense of the immediate context, headings are for ease of reading only and are not otherwise part of the scheme conditions.
- 32 **Jurisdiction:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Cancellation form

Cancellation of fees in advance agreement in relation to [pupil's name]

To the Payer:

If you wish to cancel your fees in advance agreement with Warwick Independent Schools Foundation within the 14 day Cancellation Period, please notify the Director of Finance, by email or letter at the School address. Below is some suggested wording.

To the Director of Finance of Warwick Independent Schools Foundation

Warwick School
Myton Road
Warwick
CV34 6PP

Email: feesinadvance@warwickschools.co.uk

I/ We hereby give notice that I / we cancel the fees in advance agreement as set out in:

- the Fees in Advance Letter; and
- the Scheme Conditions.

Name(s) of Payer(s):

Address(es) of Payer(s):

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Signed:

Date: