



**Fees in Advance Scheme
Scheme Conditions
February 2024**

Haberdashers' Aske's Elstree Schools Limited

FEES IN ADVANCE SCHEME (February 2024)

Scheme conditions

- 1 **Introduction:** This scheme which has been authorised by Haberdashers' Aske's Elstree Schools Limited (HAESL) is designed to enable parents and guardians 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 School's 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(s) may arise in relation to an Advance Payment and the Parents may wish to seek independent advice on this point before agreeing to these terms and conditions.]
- 4 **Identity of the Payer:** From time to time the School may be required to satisfy itself of the identity of anyone making payment 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 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.
- 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 then current 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 (where applicable) in respect of the pupil, as those expressions are defined in the Parent Contract and the Fees List from time to time. Where supplementary charges or extras are known in advance, these can also be included

in the Advance Payment. The Advance Payment will be used to pay for the future terms' fees as set out in the Fees in Advance Letter.

9 **The Advance Payment will not cover:**

- 9.1 any balance of an increase in tuition fees
- 9.2 any items normally charged to a pupil's account as an extra or administration or interest charges, or charges for damage; or
- 9.3 fees in lieu of notice and, where applicable, the registration fee and any deposit.

10 **Application:** The form should be returned to the school at least one and a half months before the Term you are commencing the FIA. The deadlines are as follows:

- 10.1 Autumn Term on 15 June
- 10.2 Spring Term 15 November, and
- 10.3 Summer Term 15 February.

11 For the purposes of this scheme, the School terms are deemed to start as follows each year:

- 11.1 Autumn Term on 1 September,
- 11.2 Spring Term 1 January, and
- 11.3 Summer Term 1 April.

12 **Settling the pupil's fees:** At the time an Advance Payment is received by the School, the fees [and any known supplemental charges or extras] 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 fees that were not satisfied in advance by the Advance Payment (**Top Up Fees**).

13 **School Term:** The School must in all cases receive payment before the beginning of the first term to be covered. For the purposes of the Scheme, terms will be deemed to commence as follows:

- 13.1 Autumn Term on 1 September,
- 13.2 Spring Term 4 January, and
- 13.3 Summer Term 15 April.

14 **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.

15 **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 and will apply to the Termly Invoices thereafter.

- 16 **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 either be refunded to the Payer at the end of the scheme or applied to the next Termly Invoice.
- 17 **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 will be invoiced at the end of each term or when they arise. If the rate of fees (or other amounts) is reduced, either this will be reflected in a reduced Top Up Fees for that Term, or a credit will be applied to the pupil's account which will be refunded to the Payer at the end of the scheme.
- 18 **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.
- 18.1 written notice is received by the [Head/Finance Director] of cancellation of the pupil's entry;
- 18.2 written notice is received by the [Head/Finance Director] of withdrawal by a Parent;
- 18.3 the pupil is refused admission or is withdrawn, removed or expelled.
- 19 **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.
- 20 **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 terms and conditions they have 14 days after the earlier of the day we receive your acceptance or payment (the **Cancellation Period**) to change their mind and cancel this agreement without incurring any liability to the School.
- 21 **Exception:** There is one exception to clause 20 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 us 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.
- 22 **How to cancel under paragraph 20:** The Payer may email or write to the [Fees Manager] 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 choose not to use the form, they must simply make it clear that they are exercising their right of cancellation.
- 23 **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 terms and conditions will apply.

- 24 **Cancellation of this scheme by the Payer:** Except where clauses 18 to 22 above apply, the Payer shall provide one full term's written notice to the [Fees Manager] if they wish to cancel this scheme (whether or not the Parents/Guardians have provided notice of withdrawal of the pupil in accordance with the School's Parent Contract). After the expiry of the period of notice, 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 from the Payer to the School (including any fees due in lieu of notice, if appropriate).
- 25 **Deposits / credits:** A 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.
- 26 **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 terms and conditions.
- 27 **Appropriation:** 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 terms and conditions.
- 28 **Changes in the law:** The amount of the fees covered each term may be adjusted/reduced, at the discretion of the School and in accordance with charity law (where applicable) so as to restore the value of the Advance Payment to the School 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 condition which reduces the value of the Advance Payment to the School.
- 29 **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.
- 30 **Interest:** A refund of the Advance Payment or any part of it, by the School to the Parent, shall be made without interest.
- 31 **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.
- 32 **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.
- 33 **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 Haberdashers' Aske's Elstree Schools Limited within the 14 day Cancellation Period, please notify the [Fees Manager], by email or letter, at the School address. Below is some suggested wording.

To the [Fees Manager] of Haberdashers' Aske's Elstree Schools Limited

[School address]

[School email address]

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

- the quotation letter; and
- the Scheme terms and conditions.

Name(s) of Payer(s):

Address(es) of Payer(s):

Signed:

Date: