



Fees in Advance Scheme

Particulars and Terms & Conditions

Objective

The objective of the Fees in Advance Scheme ("**the Scheme**") is to provide a method where the cost of independent education can be reduced by making an advanced 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 (i.e., those with parental responsibility for the relevant pupil), even if the advance lump sum payment is made on their behalf by someone different (e.g. grandparents or 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) and these terms and conditions will form part of that relationship.** The School will not assume (nor be deemed to assume) any contractual obligations to the payer of the advance lump sum payment if the payer is someone different from the parents who are the signatories to the main parent contract.

Basis of the Scheme

In return for a lump sum payment at or after the acceptance of an offer of a place for the pupil, the School offers a credit to be applied against each term's fee invoice for a set number of terms. The total value of these credits will be commuted at an agreed rate to calculate the amount of the lump sum payment.

Terms & conditions

1. 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 pupil concerned ("**the Parent Contract**"). 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. 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 Governors of the School may from time-to-time direct. In return for the payment, the School will make a specified payment to the fee account of the pupil of an agreed amount and for an agreed number of terms.
3. **The parents must meet the difference between the amount per term paid by the School under this Scheme and the total school fees and other amounts due in respect of the pupil each term. This will include increases in fees, supplemental charges and other extras and/or expenses incurred by the School on the pupil's behalf, all of which will be detailed on the relevant termly fee invoice. Payment of any such difference shall be made in accordance with the terms of the Parent Contract.**
4. The Scheme may be used to provide advance payments towards the fees (after the deduction of any scholarship or bursary awarded by the School (if applicable), and only for so long as such scholarship or bursary is awarded) for any set number of terms during the pupil's potential time at the School, from a **minimum of 6 terms up to a maximum of 21 terms. The minimum amount accepted by way of payment into the Scheme is an amount**

calculated to generate termly payments of £1,000 per term, and the maximum is an amount calculated to generate the termly tuition fee at the time of entering the Scheme.

5. To calculate the single sum advance payment needed for a set number of terms, please refer to the standard table set out at the end of these FIA Terms and Conditions ("**the Standard Table**"). The Standard Table shows the commuted cost of providing £1,000 per term for up to a twenty-one terms effective from provision for the Autumn Term 2022. This is the Standard Table currently in force. The cost of providing other equal fee payments per term and the resulting commutation can be calculated from the Standard Table. Any arrangements for providing variable termly fee payments (for example increasing in future years) will be subject to a separate calculation of the advance payment needed and should be discussed with the School's Finance Manager.
6. The commutation rate used is shown in this current Standard Table is per annum and is calculated on a compound basis. The Standard Table and commutation rate will be reviewed by the School in line with movements in bank base rates. Parents should confirm the commutation rate and Standard Table currently in force immediately before making any single sum advance payment. **Once payment is made the commutation rate will apply for the duration of the arrangement secured by that payment.** On receipt, the School will confirm in writing the amount of the payment, the number of terms intended to be covered by the arrangement, the applicable commutation rate and the amount to be credited against fees each term.
7. **The School must in all cases receive the advance payment in full and in cleared funds before the beginning of the first term to be covered upon your joining the Scheme.** Term dates are published in advance on the School website.
8. A single sum advance payment will only be accepted in respect of those children for whom a registration fee and deposit have been paid and an offer of a place accepted.
9. The payment of a single advance sum for the provision of a future fee credit 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.
10. Subject to the terms of the Parent Contract (including in particular those terms relating to the withdrawal of the pupil on notice) and Clause 11 of the FIA Terms and Conditions below, if:
 - a. the pupil does not take up their place at the School;
 - b. the pupil leaves the School for any reason prior to the commencement of the last term covered by this Scheme¹; or
 - c. the parents give the School no less than a term's notice (as defined in the Parent Contract) in writing to end their participation in the Scheme;

the unused proportion of the payment made under the Scheme will be refunded without interest (less any amounts owed to the School at the time of the refund, including (but not limited to) any fees payable in lieu of notice) to the parents. The School will not pay any refund or sum of money owed to the parents under the Scheme to a third party. The Standard Table used to calculate the applicable commutation rate shall be used to calculate any such unused proportion.

¹ Including in circumstances (but not limited to) where your child is withdrawn, excluded or required to be removed from the School (in each case pursuant to the terms of the Parent Contract), or the Parent Contract is otherwise terminated in accordance with its terms



11. Upon no less than twenty-one (21) days' prior written notice and subject to the School's prior approval (such approval not to be unreasonably withheld or delayed), the balance of a single advance sum payment can be transferred between pupils at the School who are siblings without restriction.
12. Queries or requests for information relating to the Scheme and your participation in it should be addressed to the Finance Manager at the School.
13. In the event of any change to the School's charitable status, or to any legal or taxation arrangements which have an impact on the School's running of the Scheme, the Governors reserve the right to make reasonable changes to the terms of the Scheme with a minimum notice period of three (3) months.
14. Parents are advised to take appropriate legal and/or financial advice before entering into the Scheme.

February 2022

Culford School

Fees in Advance scheme – Standard Table

Cost of providing £1,000 of fees per term

Commutation Rate: 0.75% p.a.

Terms to be funded	Future value factor	Amount Payable (£)	Commutation (£)
21	0.951	20,484.49	515.51
20	0.954	19,533.20	466.80
19	0.956	18,579.53	420.47
18	0.958	17,623.48	376.52
17	0.961	16,665.04	334.96
16	0.963	15,704.20	295.80
15	0.966	14,740.96	259.04
14	0.968	13,775.32	224.68
13	0.970	12,807.25	192.75
12	0.973	11,836.77	163.23
11	0.975	10,863.86	136.14
10	0.978	9,888.52	111.48
9	0.980	8,910.74	89.26
8	0.983	7,930.52	69.48
7	0.985	6,947.85	52.15
6	0.988	5,962.72	37.28

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

Effective for payments for Autumn Term 2022



Fees in Advance Scheme – Application Form and Agreement

Name of Pupil

Who is *currently in Year

*entered for admission in

We agree to the conditions set out in the Fees in Advance Particulars and Terms & Conditions of [date]

We [enclose a cheque for £..... made payable to [name of bank account]] / [hereby confirm that we have instructed our/my bank to make a direct transfer for £..... to [bank account details]] on the basis of the current Standard Table annexed:

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

<p>Signed by²:</p> <p>.....</p> <p>(signature)</p> <p>.....</p> <p>(print name)</p> <p>.....</p> <p>(date)</p> <p>.....</p> <p>(relationship to child)</p> <p><input type="checkbox"/> Tick here to confirm this signatory has parental responsibility for the child.</p>	<p>Signed by:</p> <p>.....</p> <p>(signature)</p> <p>.....</p> <p>(print name)</p> <p>.....</p> <p>(date)</p> <p>.....</p> <p>(relationship to child)</p> <p><input type="checkbox"/> Tick here to confirm this signatory has parental responsibility for the child.</p>
<p>Signature of person making payment (<u>if different from parents</u>)</p> <p>.....</p> <p>Relationship to the Pupil</p> <p>Date.....</p> <p>Permanent</p> <p>Address:</p> <p>.....</p>	

² These FIA Terms and Conditions should be signed by those with parental responsibility for the pupil, and be the same persons who have signed the Parent Contract (and thereby assume the payment obligations to the School under the Parent Contract)



Culford

Please be aware that we reserve the express right to ask the payer of the advance sum to provide the School with information that we consider to be satisfactory so that we can verify: (i) the payer's identity; and (ii) the source of funds the payer is using to pay the advance payment.

The payer must provide the School with the information and documentation we ask for which will be used in connection with administering the Scheme and otherwise in accordance with data protection law, including the Data Protection Act 2018 (as it is amended or superseded) and other related legislation.

Please note: Should you require further information please contact the Finance Manager