



KELLETT SCHOOL HONG KONG

TUITION FEE POLICY

Kellett School - Fee Agreement

DATE	January 2021
REVIEW DATE	January 2023
Owner	
Version Number:	Ver01
Working Date:	25/01/2021
Legal Sign-off by:	
Legal Sign-off date:	
Type of Policy:	Board
Authorised by Exec:	
Authorised by Board:	
Effective date of Policy:	
Circulation:	Whole School, Parent Portal

CONTENTS

1 INTRODUCTION & TERMINOLOGY3

2 FEES & CHARGES3

3 PAYMENT.....4

4 ENTIRE CONTRACT CLAUSE AND GOVERNING LAW CLAUSE5

1 INTRODUCTION & TERMINOLOGY

- 1.1 Terms and Conditions: These terms and conditions together with the Letter of Offer and Acceptance Form form the basis of a legally binding contract between Parents/Guardians and the School. These terms and conditions are subject to change at the discretion of the School. Changes shall become effective five (5) clear calendar days after despatch by email of notice of the change.
- 1.2 School or We or Us: means Kellett School Association Limited.
- 1.3 Parents or You: means any parent or guardian who has signed this Agreement.
- 1.4 Student(s): means the child/ren named on the Acceptance Form.

2 FEES & CHARGES

- 2.1 **Application / Assessment Fee:** An application Fee is applicable for entry in to the School. If the application is for entry in to Year-5 or 6 an Assessment Fee is also payable. The Application Fee and Assessment Fee are both Education Bureau (EDB) approved and are non-refundable. Rates are as outlined in the applicable Fee Schedule.
- 2.2 **Debentures/Capital Contribution:** Details regarding Debentures may be found in our Debenture Guidance. In all cases any Fee obligations owed to the School upon the nominated student's departure from the school will be deducted from the Debenture residual balance before any refund is transacted; if a shortfall remains any balance will be pursued as a debt to the school. Where the Debenture is held by other than the Parent the level of indebtedness of the Parent to the School will be disclosed to the holder of the Debenture.
- 2.3 **Tuition Fees:** Tuition Fees for each Term are due in cleared funds before the commencement of the School Term to which they relate, or by the Invoice Due Date if a mid-term/late starter. If any line item on the bill is under query, the balance of the bill must be paid whilst clarification is obtained. See also Para.3.1 regarding payment obligations.
- 2.4 **Other Fees:** In addition to Tuition Fees you will be charged as appropriate for additional fees and charges as outlined in the relevant Fee Schedule, including terms and payment methods.
- 2.5 **Educational visits:** By signing this Agreement Parents' consent to the Student taking part in any educational visit that is deemed compulsory. Trip Costs are set at the discretion of the School based on best-value group rates at the time of booking, and include an element for supervision, travel, accommodation, ground arrangements, insurances, and other charges borne by the School to protect the Student's safety and welfare. Payment must be made in advance of the trip upon billing. The School reserves the right to exclude the Student from taking part in an educational visit while overdue fees remain unpaid.

- 2.6 **Sundry Charges:** these may include for example charges where the Student alone or with others has caused wilful loss or damage to School property (fair wear and tear excluded), or bank charges arising from default in payment or late payment charges if incurred, or in the case regular offenders for extra administration costs incurred in pursuing debts. Rates and Terms for payment will be as determined by the School.
- 2.7 **Fees-in-lieu of Notice:** in circumstances where Parents have not given due written Notice to Leave by the fixed stated deadline (i.e. 1st April, 1st September and 7th January for Autumn, Spring and Summer academic terms respectively), Fees-in-lieu at the rate applicable for the next academic term following withdrawal will be charged.
- 2.8 **2.8 Fees after Permanent Exclusion from School:** If the Student is excluded from School for disciplinary reasons there will be no refund of Fees for the current or past terms. Fees-in-lieu may also apply at the School's discretion subject to timing, notice and any potential voids caused. All arrears of Fees and any other sums due to the school will be payable.

3 PAYMENT

- 3.1 **Payment of fees and charges:** Parents jointly and severally agree to pay all fees, charges and expenses applicable by the stated due dates (outlined in clause 2.7) and by the stipulated methods only as detailed on the Fee Schedule. Any agreement between Parents and a third party (such as an employer) to pay fees or any other sum due to the School is a private matter between Parents and the third party; and it does not release Parents from these terms and conditions or liability if the third party defaults.
- 3.2 **Part payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Sundry charges for late payment or for recovery of extra administration costs incurred in pursuing debts may be applied to any unpaid balance of fees, charges and expenses, as set out in Para. 2.6.
- 3.3 **Appropriation:** Unless Parents expressly state the contrary, the School shall allocate payments to settlement of the fees, charges and expenses that have been outstanding the longest. The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of the Parents.
- 3.4 **Instalment arrangements or Advance (lump-sum) Payments:** An agreement by the School to accept payment of current and/or past and/or future Fees by instalments/lump-sum is concessionary and will be subject to a separate written agreement between the Parents and the School
- 3.5 **Fees increases:** Tuition fees are reviewed annually by the School's Board, whereas other fees, charges and expenses may be subject to increase from time to time.

- 3.6 **Exclusion for non-payment:** The School reserves the right to exclude entry to school for non-payment of fees at any point deemed necessary, including the start of an academic term, and upon issuing three (3) clear calendar days' written notice (including by email). If a Student is excluded from attending School for a period of 12 clear calendar days pursuant to this sub-clause the exclusion shall become permanent and the Parents right to require the School to accept and educate the Student shall cease. In addition to fees, charges and expenses due and payable at the date the right to require the School to accept and educate the Student ceases the Parents shall pay fees in lieu of notice pursuant to sub-clause 2.7.
- 3.7 **Withholding / Sharing of Information:** The School may withhold any information, reports, character references or access to school learning platforms while fees, charges and expenses remain unpaid. Additionally Parents by signing this Agreement consent to the School making enquiries of the Student's previous schools for confirmation that all sums due and owing have been paid. The Parents also consent to the School informing any other schools or educational establishments to which the Student is to be transferred if any fees, charges and expenses of the School are unpaid.
- 3.8 **Further Information Requests:** The School may on occasion need to request and obtain satisfactory evidence and/or further information from a Parent to support their ability to pay fees, charges and expenses and/or in the case of a Bursary Assistance application being made.
- 3.9 **Measures to Recover fees, charges and expenses:** fees, charges and expenses outstanding on a Student's departure from School will be deducted from the residual balance, if any, of the debenture covering the Student's attendance at the School. This applies if the Debenture is of a Corporate type in a third-party's name. The School will inform the Debenture holder of the charges being off-set and the need for the Holder to make up the resulting shortfall in residual value.

4 ENTIRE CONTRACT CLAUSE AND GOVERNING LAW CLAUSE

- 4.1 The Terms and Conditions contain the entire agreement between the parties. The Parent agrees that any representation or agreement alleged to have been made concerning the subject matter of this agreement not incorporated in the Terms and Conditions do not form part of the Terms and Conditions and were not relied on by the Parent in deciding to sign the Terms and Conditions.
- 4.2 Any amendment to the Terms and Conditions must be signed in writing by a duly authorised representative of the School. Any alleged oral amendment or qualification made by any person on behalf of the School or written amendment or qualification not made by a duly authorised representative of the School shall not be binding on the School or alter the Terms and Conditions.
- 4.3 The Terms and Conditions are subject to the law of the Hong Kong SAR and the parties submit to the exclusive jurisdiction of the courts of the Hong Kong SAR.