



GIGGLESWICK
SCHOOL

Pre-Paid Fees Scheme

1 OBJECTIVE

The objective of the Pre-paid Fees Scheme (the Scheme) is to provide a method where the cost of your child's education at Giggleswick School ("the School") can be reduced by making an advance 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, and the individual paying the lump sum payment, if different (e.g. grandparents or any 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 as holders of parental responsibility) and these terms and conditions will form part of that relationship.

2 BASIS OF THE SCHEME

A lump sum payment to the School at or after the acceptance by the parent of an offer of a place for the child at the School will be applied against the amount due in respect of each term's fees for an agreed number of terms. The total value of these applications will be commuted at an agreed rate in order to calculate the total amount of the lump sum payable by the parent to the School under the Scheme, with such calculation carried out prior to the parents joining the Scheme.

This document sets out details of Giggleswick School's Pre-paid Fees Scheme, and comprises the following sections:

- Part 1 - Questions & Answers for parents
- Part 2 - Terms and conditions
- Part 3 - Application form
- Part 4 - Illustrative schedule.

If parents/guardians sign up to the Scheme, parts 2 and 3 will form the basis of the contract between the parents and the School. Parts 1 and 4 are for illustration and assistance only; they will not form part of the contract.

PART ONE: QUESTIONS AND ANSWERS

What is the Pre-paid Fees Scheme?

The Pre-Paid Fees Scheme ('the Scheme') allows parents/guardians to make a single one-off payment as a capital sum which will be credited against future school fees.

Why sign up to a Pre-paid Fees Scheme?

By signing up to the Scheme parents will benefit from a discount (currently set at 1.5%) on predicted future school fees.

Who is the Scheme available to?

Any parents whose children are either current pupils or are about to become pupils can join the Scheme.

How does the Scheme work?

Depending on the status of the child (boarding or day) the school will calculate the predicted future basic fee, based on historical evidence, for each year for a minimum period of 6 terms and a maximum period of 15 terms. The school will apply a discount to the predicted fee, and on signing up to the Scheme, the School will apply that same discount to the actual fees to that same value, for the same period.

A schedule will be provided by the school showing the 'annual credit' required to cover the predicted basic fee, the total discounted fee provision and therefore the capital sum required to cover that provision. There is no guarantee by the school that the 'annual credit' shown in the illustration will cover the actual fees. If the 'annual credit' is less than the actual fees the parent/guardian is required to make up the difference in full without discount. The 'annual credit' will be applied, and any remaining balance owing shown on the termly school bill.

Does the annual credit cover 'extras'?

In calculating future fees the school does not take into account any extras the child may incur, and if any are incurred, these will be included on the termly school bill and parents will be expected to pay these in line with the standard payment terms.

How much needs to be paid at the start of the scheme?

The school will calculate the capital sum required and inform you of the amount to be paid. Unfortunately, we cannot accept less than the full calculated capital sum.

What happens if my child leaves Giggleswick School?

If a child ceases to attend the School for any reason before the expiry of the period covered by the Schedule a refund of the difference between the original 'capital sum' actually paid and the revised calculated 'capital sum' for the actual period covered (and related to the number of actual completed terms) will be made, assuming the difference is a credit balance. From this sum the School reserves the right to deduct any amounts owing to the School and, if the child is removed without a term's notice, one term's basic boarding or full day fee as appropriate. The School also reserves the right, to deduct an administration charge of 1% of the amount due for repayment. If the difference is a debit balance i.e. the actual fees are greater than the revised calculated 'capital sum', the Parent will pay the difference to the School, within two weeks.

Does the Scheme mean that the fees are fixed?

No, it is not a fixed fee scheme and parents will need to pay the difference between the actual fees and that credited with the capital sum, the capital sum having had the discount applied.

What happens to the capital sum once it is paid over to the school?

The capital sum will be held in a special reserve account administered by the School.

How do I apply for the scheme?

Parents should contact the Bursar who will then arrange for a schedule of the expected termly credit and capital sum to drawn up. An agreement in our standard form will need to be signed between the School and the parent.

Will the scheme always be available?

The Governors reserve the right to withdraw or change the Scheme at any time, without having to give a reason, and especially should there be any change in the charitable status of the School.

PART TWO: TERMS AND CONDITIONS OF THE PRE-PAID FEES SCHEME

1. The '**School**' means Giggleswick School. The '**Parent**' means the parent or parents, other relatives or guardians with whom the School has contracted as regards the child in question, and named as the contracting party in the Application. The '**Scheme**' means the Pre-paid Fees Scheme. '**Application**' means a completed and signed application in the form set out below at Part 3. A '**Schedule**' means a schedule of predicted fees, prepared by the School following receipt of an Application.
2. These terms and conditions (the **Pre-paid Fees Terms and Conditions**) are supplemental to the School's standard terms and conditions that the parents agreed when accepting a place for the child concerned (the Parent Contract). As between the parents and the School (excluding the payer, if different), the Pre-paid Fees 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.
3. Where the payer is not a parent of the child, they will be required to agree to these Pre-paid Fees Terms and Conditions by signing below. References in these Pre-paid Fees Terms and Conditions to "parents" shall be interpreted as including the payer, as applicable and as the context requires.
4. 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. Subject to Clause 15 below, lump sums paid to the School into the Scheme are non-refundable and the parents cannot leave the Scheme except in the circumstances set out in Clause 15.
5. The parents should be aware that if the School becomes unable to pay its debts, by reason of insolvency or otherwise, the parents will be unsecured creditors of the School and that the amount of any lump sum payment paid to the School under the Scheme might not be returned to the parents.
6. The parents 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 and the source of funds being paid into the Scheme.
7. Those responsible for the fees and supplemental charges under the Parent Contract must meet the difference between the amount per term applied under this Scheme and the total amount due in respect of the child each term. Differences will arise where, for example, there have been increases in fees, supplemental charges and other extras, or where taxes are due on any fees or supplemental charges, for example if there is a change which results in VAT being payable on school fees and such change applies to any of the terms covered under the Scheme. Payment of an amount equal to any such difference shall be made in accordance with the terms of the Parent Contract.
8. The Scheme may be used to pay in advance the whole or a portion of fees for a set number of terms during the child's potential time at the School, from a minimum of 6 terms up to a maximum of 15 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. Unless agreed with the Bursar in advance, the maximum advance lump sum payment accepted is of an amount equal to that calculated to cover the termly tuition fee for the total duration of the child's education at the School at the time of entering the Scheme.

9. On receipt of an advance lump sum payment, the School will make a specified allocation to the fee account of the relevant child of an agreed amount for an agreed number of terms. In order to calculate the amount of the total advance lump sum payment, the School and the parents will agree in advance the amount that will be allocated against each term's fees and the set number of terms intended to be covered by the arrangement (the Fee Contribution). The School will apply the current discount rate to the amount of the Fee Contribution. This calculation will generate the amount of the advance lump sum payment payable by the parents.
10. The Illustrative Schedule (Part 4) illustrates the commuted (discounted) cost to the parents of paying the forecast termly tuition fee for a child starting in Y7 up to a maximum of twenty-one terms as at 1 September 2023.
11. The commutation rate used in the Illustrative Schedule is 1.5% per annum and is calculated on a compound basis. The Illustrative Schedule and commutation rate will be reviewed by the School in line with movements in Barclays Bank rates. Parents should confirm the applicable commutation rate and request a calculation for their particular circumstance before making any single lump sum payment. The commutation rate is subject to change at the School's sole discretion and parents should be aware that if there is a delay of more than one month between confirming the commutation rate currently in force and paying the advance lump sum to the School that the commutation rate may change. If the commutation rate changes this will affect the amount that will be allocated to each term's fees for the relevant child (the discount). Once parents have joined the Scheme and full payment of the relevant lump sum amount is received by the School in freely available, cleared funds, the commutation rate at the time of such payment will apply for the duration of the arrangement secured by that payment. For the avoidance of doubt, the School will only accept payment of the advance lump sum in Pounds Sterling.
12. Following receipt by it of a lump sum payment in freely available, cleared funds, the School will confirm in writing to the parent the amount of the lump sum payment received, the number of terms intended to be covered by the arrangement, the applicable commutation rate, and the amount to be allocated 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 Pre-paid Fees Terms and Conditions before the beginning of the first term to be covered. For the purposes of the Scheme, terms will be deemed to commence as follows:
 - i) Autumn Term: 1st September
 - ii) Spring Term: 1st January
 - iii) Summer Term: 1st April
13. 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.
14. Notwithstanding Clause 12 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.
15. Subject to the terms of the Parent Contract (including in particular those terms relating to the withdrawal of a child on notice) and Clause 18 of the Pre-paid Fees Terms and Conditions 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 yet-to-be applied proportion of the advance lump sum payment made under the Scheme will be refunded (less any amounts owed to the School at the time of the refund, including any fees payable to the School in lieu of notice) to the parents. If necessary, the original calculation provided when the parents joined the Scheme shall be used to calculate the amount of any such unapplied proportion. The

School also reserves the right, and at its discretion, to make and deduct administration charge of 1% of the amount due for repayment. If the difference is a debit balance ie the actual fees are greater than the revised calculated 'capital sum', the Parent will pay the difference to the School, within two weeks.

16. Without prejudice to Clause 7, the School retains sole discretion as to how and to what extent any subsequent adjustment in the headline level of school fees is to be taken into account in determining the amount of each term's fees that is covered by the lump sum.
17. Subject only to Clause 18 below, the School will not pay any refund or sum of money owed to the parents under the Scheme to a third party. The parents 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 unapplied portion of the advance lump sum payment.
18. Upon no less than one term's prior written notice and subject to the School's prior approval, the parents may request that an unapplied portion of the advance lump sum payment be transferred between children who are siblings at the School. Where the parent and the payer of the advance lump sum payment are different, both must agree to the transfer in writing.
19. Queries or requests for information regarding the Scheme should be addressed to the Bursar at the School.
20. In the event of any change to the School's charitable status, or to any legal or taxation arrangements which have or could reasonably be expected to have an impact on the School's running of the Scheme, or for any other substantive reason, the School reserves the right to make changes to these Pre-paid Fees Terms and Conditions or the general arrangements of the Scheme with a minimum notice period of three (3) months to the parents.
21. The school is offering this pre-paid fees scheme for parents whose children are in the school, or who are registered to start before April 2025. This scheme offers a discount and, as it operates under current VAT rules, no VAT is currently due on payments made under the scheme, and it is hoped this this will remain so. However, in the event that a change to VAT legislation imposes a VAT charge on school fees, and this change either impacts payments already made into our pre-paid fees scheme (e.g. through anti-forestalling legislation) and/or results in an increase in school fees, it is possible that participants of the pre-paid fees scheme would not be protected from the change to VAT legislation.
22. These Pre-paid Fees Terms and Conditions are governed by English Law and either the parents or the School must bring legal proceedings in respect of these Pre-paid Fees Terms and Conditions in the English Courts.

PART THREE: PRE-PAID FEES SCHEME – APPLICATION FORM AND AGREEMENT

Name of Child

Who is *currently in Year

*entered for admission in

We agree to the conditions set out in the Pre-paid Fees Terms & Conditions of [date]

We [enclose a cheque for £..... made payable to Giggleswick School Ltd] / [hereby confirm that we have instructed our/my bank to make a direct transfer for £..... to Giggleswick School Ltd, Sort Code: 20-78-91, Account number: 30890340] on the basis of the calculation prepared by the school and annexed to this page.

<p>Signature of Parent (required whoever makes the payment)</p> <p>Signed by:</p> <p>..... (signature)</p> <p>..... (print name)</p> <p>..... (date)</p> <p>..... (relationship to child)</p> <p><input type="checkbox"/> Tick here to confirm this signatory has parental responsibility for the child.</p> <p>.....</p> <p>.....</p> <p>..... (address)</p>	<p>Signature of Parent (required whoever makes the payment)</p> <p>Signed by:</p> <p>..... (signature)</p> <p>..... (print name)</p> <p>..... (date)</p> <p>..... (relationship to child)</p> <p><input type="checkbox"/> Tick here to confirm this signatory has parental responsibility for the child.</p> <p>.....</p> <p>.....</p> <p>..... (address)</p>
<p>Signature of person making payment (Payer) (required if different from Parents)</p> <p>.....</p>	

Relationship to the Child

.....

Date.....

Permanent Address:

.....

.....

.....

Should you require further advice or information about the Pre-paid Fees Scheme, please contact:

Dr Khashi Sharifi, CBE, Bursar, Giggleswick School, Giggleswick, Settle, BD24 0DE
bursar@giggleswick.org.uk

Each person who has signed the Application Form should also sign here.


GIGGLESWICK
SCHOOL

Part 4 - Illustrative Schedule for Pre-paid Fees Scheme

Calculated on _____ for _____


GIGGLESWICK
SCHOOL

Discount rate 1.50%
Annual fee increase 3.00%

Date Payable	School Term	Year in School	Form	Fee rate	Discounted Value of Fund @ Date Before Payment	Termly Amount credited to School	Residual Fund Value	Interest Accrued
1 May	Summer				£10,268.85	£10,268.85	£0.00	£ 51.09
1 Jan	Spring				£20,486.61	£10,268.85	£10,217.76	£ 101.92
1 Sept 2029	Autumn	Year 13	Day		£30,653.54	£10,268.85	£20,384.69	£ 152.51
1 May	Summer				£40,470.79	£9,969.76	£30,501.03	£ 201.35
1 Jan	Spring				£50,239.20	£9,969.76	£40,269.44	£ 249.95
1 Sept 2028	Autumn	Year 12	Day		£59,959.01	£9,969.76	£49,989.25	£ 298.30
1 May	Summer				£68,597.25	£8,936.54	£59,660.71	£ 341.28
1 Jan	Spring				£77,192.51	£8,936.54	£68,255.97	£ 384.04
1 Sept 2027	Autumn	Year 11	Day		£85,745.00	£8,936.54	£76,808.46	£ 426.59
1 May	Summer				£93,994.66	£8,676.25	£85,318.41	£ 467.64
1 Jan	Spring				£102,203.28	£8,676.25	£93,527.03	£ 508.47
1 Sept 2026	Autumn	Year 10	Day		£110,371.06	£8,676.25	£101,694.81	£ 549.11
1 May	Summer				£118,245.50	£8,423.55	£109,821.95	£ 588.29
1 Jan	Spring				£126,080.76	£8,423.55	£117,657.21	£ 627.27
1 Sept 2025	Autumn	Year 9	Day		£133,877.03	£8,423.55	£125,453.49	£ 666.05
1 May	Summer				£140,354.03	£7,143.05	£133,210.98	£ 698.28
1 Jan	Spring				£146,798.80	£7,143.05	£139,655.75	£ 730.34
1 Sept 2024	Autumn	Year 8	Day		£153,211.51	£7,143.05	£146,068.46	£ 762.25
1 May	Summer				£159,384.26	£6,935.00	£152,449.26	£ 792.96
1 Jan	Spring				£165,526.31	£6,935.00	£158,591.31	£ 823.51
1 Sept 2023	Autumn	Year 7	Day		£171,637.79	£6,935.00	£164,702.79	£ -
1 Sept 2023	Discounted capital sum required				£171,637.79			
	Total fee provision					£181,058.99		
	Net saving				£9,421.19			£ 9,421.20

Notes:

- Fund discounted at **1.5%** net.
- Capital sum required to have been cleared by **1 September 2023**
- The termly credit against the basic fee is set at the known fee and then increased by **3 %** each year.
- No allowance has been made for extra charges.
- This illustration does not guarantee that the basic fee will be as shown.
- Funds will be held in a separate account from which the 'Termly amount to school' will be drawn.
- Confirmation of the current state of the fund will be provided on demand.

£ 171,637.79