



WEST HILL PARK

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## Fees in Advance Scheme

### Terms & Conditions

#### Objective

The objective of the Fees in Advance Scheme (the **Scheme**) is to provide a method where the cost of your child's education at West Hill Park 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.

#### 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.

#### Taxation

The school is offering a fees in advance (FIA) 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 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 FIA scheme (e.g. through anti-forestalling legislation) and/or results in an increase in school fees, it is possible that participants of the FIA scheme would not be protected from the change to VAT legislation.

## 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 child concerned (the Parent Contract). As between the parents and the School (excluding the payer, if different), 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. Where the payer is not a parent of the child, they will be required to agree to these FIA Terms and Conditions by signing below. References in these FIA Terms and Conditions to "parents" shall be interpreted as including the payer, as applicable and as the context requires.
3. 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 14 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 14.
4. 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.
5. 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.
6. 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.

7. 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 3 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 Finance & Operations Manager 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.
8. 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 discount rate set out in the Standard Table at the end of these FIA Terms and Conditions to the amount of the Fee Contribution. This calculation will generate the amount of the advance lump sum payment payable by the parents.
9. The Standard Table illustrates the commuted (discounted) cost to the parents of providing the equivalent of £1,000 per term for a child for up to a maximum of fifteen terms as at 1<sup>st</sup> January 2024. This is the Standard Table currently in force. The cost of providing other equal fee payments per term of amounts over £1,000 and the resulting commutation can be calculated from this 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 amount of the advance payment needed and should be discussed with the School's Finance & Operations Manager.
10. The commutation rate used in the current Standard Table is 2.5% 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 of England base rates. Parents should confirm the applicable commutation rate and Standard Table currently in force immediately 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 term 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.

11. 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 FIA 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:
- Spring Term: 2nd January
  - Summer Term: 15th April
  - Autumn Term: 1st September
12. 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.
13. Notwithstanding Clause 11 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.
14. Subject to the terms of the Parent Contract (including in particular those terms relating to the withdrawal of a child on notice) and Clause 16 of the FIA 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 Standard Table used to calculate the applicable commutation rate when the parents joined the Scheme shall be used to calculate the amount of any such unapplied proportion.
15. Without prejudice to Clause 6, 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.
16. Subject only to Clause 16 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.

17. 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.
18. Queries or requests for information regarding the Scheme should be addressed to the Finance & Operations Manager at the School.
19. 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 FIA Terms and Conditions or the general arrangements of the Scheme with a minimum notice period of three (3) months to the parents.
20. These FIA Terms and Conditions are governed by English Law and either the parents or the School must bring legal proceedings in respect of these FIA Terms and Conditions in the English Courts.

**WEST HILL PARK SCHOOL**
**Fees in Advance Scheme**

Cost of providing the equivalent of £1,000 of fees per term for the number of terms funded at a Commutation Rate of: 2.5 % p.a.

Number of Terms to be funded	Amount of fees covered	Total Amount Payable by the parents (lump sum) (£)	Commutation (discount) (£)	Equal to a termly cost to the parent of (£)
15	£15,000	£ 14,163	£ 837	£ 944.17
14	£14,000	£ 13,272	£ 728	£ 948.02
13	£13,000	£ 12,375	£ 625	£ 951.89
12	£12,000	£ 11,469	£ 531	£ 955.77
11	£11,000	£ 10,557	£ 443	£ 959.69
10	£10,000	£ 9,636	£ 364	£ 963.62
9	£9,000	£ 8,708	£ 292	£ 967.57
8	£8,000	£ 7,772	£ 228	£ 971.55
7	£7,000	£ 6,829	£ 171	£ 975.55
6	£6,000	£ 5,877	£ 123	£ 979.57
5	£5,000	£ 4,918	£ 82	£ 983.61
4	£4,000	£ 3,951	£ 49	£ 987.67
3	£3,000	£ 2,975	£25	£ 991.76
2	£2,000	£ 1,992	£ 8	£ 995.87
1	£1,000	£1,000	£ 0	£ 1,000

## Examples

Parent "A" wishes to purchase a credit of £ 5,000 per term for 9 terms (3 years). Using the table above, a credit of £ 1,000 per term will cost £ 8,708 for 9 terms. Therefore, the cost for £ 5,000 per term for 9 terms will be £ 8,708 multiplied by 5, or £ 43,540. A total saving of £ 1,460 over the 9 terms. In each term of the scheme, a credit of £ 5,000 will be applied to their account.

Parent "B" wishes to purchase a credit of £ 5,000 per term for 15 terms (5 years). Using the table above, a credit of £ 1,000 per term will cost £ 14,163 for 15 terms. Therefore, the cost for £ 5,000 for 15 terms will be £ 14,004 multiplied by 5, or £ 70,815. A total saving of £ 4,185 over the 15 terms. In each term of the scheme, a credit of £ 5,000 will be applied to their account.

The Standard Table above does not cover any increase in fees as a result of your child's progression through the year groups. We can provide individual illustrations to factor in the increases in fees due to progression through year groups as they stand at the time of applying to join the scheme, but we are not able to factor in any other fee increases. Any amount due over and above the termly credit applied to your account, will be billed to you at the beginning of the relevant term.

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

If you would like an individual illustration before applying, please contact the Finance and Operations Manager for further details.

January 2024

## WEST HILL PARK SCHOOL

### Fees in Advance Scheme – Application Form and Agreement

Name of Child .....

Who is \*currently in Year ..... \*entered for admission in Year .....

We agree to the conditions set out in the FIA Terms & Conditions of 1 January 2024

We enclose a cheque for £..... made payable to West Hill School Trust Limited / hereby confirm that we have instructed our/my bank to make a direct transfer for £..... to West Hill School Trust Limited, Sort Code 52 41 32, Account Number 45633649 on the basis of the current Standard Table annexed:

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

<p>Signature of Parent (Required whoever makes the payment) 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>.....</p> <p>..... (address)</p>	<p>Signature of Parent (Required whoever makes the payment) 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>.....</p> <p>..... (address)</p>
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Signature of person making payment (Payer)  
(required if difference from Parents)

.....  
Relationship to the Child

.....  
(date)

.....  
(Permanent address)