

**Ludgrove School Trust Limited**  
**Fees in Advance Scheme**  
**Terms & Conditions**

**Objective**

The objective of the Fees in Advance Scheme (the **Scheme**) is to provide a method where managing payment for your son's education at Ludgrove School (the **School**) can be made easier 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). Any income generated from these advance lump sum payments will be re-invested in the school to enhance the educational provision for the boys.

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**

The scheme is open to both existing and new families. 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.

**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 and in the event of conflict with the FIA Terms the Parent Contract shall prevail.
- 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 and any income generated from these payments 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.
- 4) Any amounts paid/due in respect of school fees under this scheme are exclusive of VAT.
- 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, including retrospectively, 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 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 for three terms at the fee prevailing at the time. Payments into, and withdrawals from (see below), the scheme must be made in multiples of the full termly – as opposed to partial – fee amount. 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 sum will not be held in escrow as against the relevant pupil's fee account but 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**).
- 10) 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, 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: 2<sup>nd</sup> January
  - Summer Term: 15<sup>th</sup> April
  - Autumn Term: 1<sup>st</sup> September
- 11) 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.
- 12) Notwithstanding Clauses 10 and 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.
- 13) Subject to the terms of the Parent Contract (including in particular those terms relating to the withdrawal of a child on notice) and Clause 15 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, or if family circumstances change 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. A full term's notice of any intention to withdraw money from the scheme must be given. Notice given during the Michaelmas Term will expire on 30<sup>th</sup> April, during the Spring Term on, 31<sup>st</sup> August and during the Summer Term, on 31<sup>st</sup> December. Funds will be returned within 28 days of the end of the notice period.

- 14) Without prejudice to Clause 8 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.
- 15) 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.
- 16) 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.
- 17) Queries or requests for information regarding the Scheme should be addressed to the Bursar at the School.
- 18) 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 months to the parents.
- 19) 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.