

Fees in Advance Scheme Agreement Third Party Version 1.0 April 2024

IMPORTANT – No statement made by or on behalf of the Foundation shall be, or be treated as legal, tax, financial or investment advice. Those parties who enter into this Agreement are recommended to take their own tax, financial or legal advice before making a payment.

The Foundation is offering this scheme for parents whose children are in the School, or who are registered to start at the School.

Any queries relating to this Agreement should be addressed to the Foundation Bursar.

THIS AGREEMENT is made on the [DATE]

(a) **BETWEEN:-**

- (1) The Princethorpe Foundation a charitable company registered in England and Wales (company registration number 04177718 and registered charity number 1087124) at Princethorpe College, Princethorpe, Warwickshire, CV23 9PX (hereinafter called '**the Foundation**'); and
- (2) [Name and address of parents/guardians] (hereinafter called '**the Parents**'); and
- (3) [Name and address of payer] (hereinafter called "**the Payer**")

OBJECTIVE AND INTRODUCTION

The objective of this Agreement is to provide a means by the Payer may make an advance payment of the fees for [insert name of child]'s ('**the Child**') education at [insert name of the School in the Foundation] ('**the School**'), in return for which the Foundation offers a [X]% discount on school fees to the extent that they are paid in advance on the terms and conditions set out in this Agreement. The Advance Payment will be accepted, to the extent of the amount paid and subject to the terms and conditions of this Agreement, in satisfaction of the obligations of the Parents to pay school fees under the Parent Contract (as defined below). The Parents shall remain jointly and severally liable to pay all other amounts and liabilities due under the Parent Contract and taking into account the terms of this Agreement.

The advance payment may not be transferred for the benefit of another pupil. The maximum period to be covered by this Agreement is seven (7) academic years. The maximum termly payment that may be made under this Agreement is equal to the value of the fee per academic term at the time at Agreement is made

The fees payable under this Agreement are exclusive of VAT which shall be included in invoices and payable, if applicable, in addition to any fees.

Details of the amount paid in advance in respect of fees ('**Advance Payment**'), the terms and academic years in respect of which that amount is to be applied ('**the Period**') and the fees for each of those terms and academic years are set out in the schedule to this Agreement.

Words and expressions defined in the Foundation's standard terms and conditions of the Parent Contract ('**the Parent Contract**') – the terms of which will remain fully in force and

effective as between the Foundation and the Parents as holders of parental responsibility – shall have the same meaning in this Agreement.

This Agreement must be signed by the Parents who are already signatories to the Parent Contract as well as the individual(s) making the lump sum payment i.e. the Payer.

TERMS AND CONDITIONS

1. **Contractual matters:** This Agreement ('**FIA Agreement**') is supplemental to the Parent Contract that the Parents agreed to when accepting a place for the child and should therefore be read in conjunction with the Parent Contract. This FIA Agreement therefore forms part of the contractual relationship between the Parents and the Foundation and will remain fully in force and effective as between the Foundation and the Parents as holders of parental responsibility.
2. **Allocation of Advance Payment:** Upon receipt the Foundation shall apply the Advance Payment to the payment of fees for the Child attending the School as set out in the schedule to this FIA Agreement.
3. **Acceptance of the Advance Payment:** The Foundation has agreed to accept the Advance Payment from the Payer for the fees due under the Parent Contract for the Period on the terms set out in this Agreement, but, save to the extent that fees have been paid under this FIA Agreement, the Parents shall remain liable for all payment and all other obligations arising under the Parent Contract and this FIA Agreement does not exclude, limit or otherwise restrict the Foundation from exercising its rights at any time under the Parent Contract as against the Parents.
4. **What happens if there is a shortfall:** The amount of the Advance Payment and the allocation of it between the relevant terms that will be payable during the Period has been based on the fees specified in the schedule to this FIA Agreement ('**Fee Rate**'). The Foundation makes no promise, representation or warranty as to what the actual fees for any year will be and the fees payable during the Period may be more than those set out in the schedule based on the Fee Rate. The Parents will remain liable to pay any difference between the actual fees for any term (together with any applicable tax) and the amount paid in advance in respect of that term's fees, and no discount shall be offered on that shortfall. Payment of any such difference by the Parents shall be made in accordance with the Parent Contract.
5. **What happens if there is an excess:** Subject to Clause 11 below, if when the Child leaves the School and all fees have been paid there is a balance of the Advance Payment remaining (e.g. because actual fees have been less than the amount paid in advance at the Fee Rate), then the Foundation will refund that balance to the Payer after deducting any amount owed by the Parents to the Foundation at the time of the refund, including any fees in lieu of notice.
6. **Identity of the Payer:** The Foundation may request produce proof of identity, such as a passport, before an Advance Payment can be accepted from the Payer and all such payments will be subject to the Foundation's anti-money laundering policy. The Foundation may, in its absolute discretion, refuse to accept an Advance Payment where the Foundation is not satisfied with the verification checks made.
7. **Discount:** The Foundation is only offering a discount on the School fees to the extent that they have been paid in advance for the Period specified in the schedule to this FIA Agreement.
8. **What the Advance Payment does not cover and what Parents still have to pay:** The Advance Payment and the offer of a discount does not cover (a) the registration fee; (b) the acceptance deposit; (c) items normally charged to the child's account as supplemental to the fees; and (d) any fees in lieu of notice payment for (and in respect of) a term outside the

Period, all of which will be payable by the Parents in the usual way in accordance with the Parent Contract. The Advance Payment does not include VAT which shall be payable in addition and all figures in this FIA Agreement are exclusive of VAT. Please see Clause 13 below.

9. **Admission:** Whether or not an Advance Payment has been made, admission to the School (where the Child has not yet entered) and the right to remain at the School are subject to the admission requirements at the time and to satisfactory academic standards and conduct and are subject in all respects to the Parent Contract. If the Parents cancel their acceptance of a place before the Pupil joins the School without the requisite term's notice under Clause 2 of the Parent Contract, the Foundation will return the Advance Payment (without interest) less an administrative fee not exceeding £100 (excluding VAT) and the Foundation reserves the right to deduct from any refund a term's fees in lieu of notice (without applying any discount) and any other monies owing by the Parents to the Foundation which shall be deducted and retained by the Foundation.
10. **Payments made under this FIA Agreement:** In order for Parents and the Payer to benefit from this Agreement, Parents must have accepted an offer of a place for the child at the School and paid the acceptance deposit and the Advance Payment must be received in cleared funds by the School before [INSERT date]. All payments made in accordance with this FIA Agreement form part of the general funds of the Foundation and are the property of the Foundation from the date on which payment is received.
11. **Refunds may not be returned in cases of insolvency etc:** The Parents and the Payer acknowledge that if the Foundation becomes unable to pay its debts, by reason of insolvency or otherwise, the Foundation may owe them money and the Parents and/or the Payer may be unsecured creditors of the Foundation and, as a result, any part of the Advance Payment paid to the Foundation that may be due to be returned under this FIA Agreement might not actually be repaid.
12. **What happens if the Child leaves the School early:** If the Child leaves the School before the end of the Period (i.e. before the end of the latest summer term in the years specified in the schedule to this FIA Agreement) then the Foundation will refund to the Payer that part of the Advance Payment as shall have been applied in discharging the fees (based on the Fee Rate) for terms during which the Child shall not be at the School.
13. **Taxation:** Any sums paid to the Foundation under this FIA Agreement are exclusive of UK VAT (or similar taxes) which shall be included in invoices and payable in addition to any sums due.
14. **Refunds:** The Foundation will make any refund of all or part of the Advance Payment due under this FIA Agreement as soon as reasonably practicable after it shall have become due. The Foundation may deduct from any refund (i) an administrative fee not exceeding £100 of the amount due to be refunded in the case of the Child being withdrawn after starting at the School but before completion of the Period (excluding VAT); (ii) any monies that may be due from the Parents (or either of them) (including, amongst other things, any fee in lieu of notice); in addition to any other deduction specified in this FIA Agreement. The Foundation will make any refund back to the account from which the relevant Advance Payment was made subject to such checks as the Foundation may consider necessary to verify the details and ownership of that account. The Payer and Parents will not be entitled to any refund of all or part of any Advance Payment save as expressly set out in this FIA Agreement.

15. **Interest:** Interest shall not accrue or be paid on any part of the Advance Payment that may be due to be refunded.
16. **Responsibility for taxes payable on any refund:** The Foundation may deduct from any refund due the amount of any taxes (if any) the Foundation is required to pay as a result of refunding any portion of the Advance Payment.
17. **Parents' Liability:** The Parents will remain joint and severally liable to make all payments due from time to time under the Parent Contract save to the extent that the relevant obligation has been discharged, either pursuant to this FIA Agreement or otherwise.
18. **Confidentiality:** Subject to applicable data protection laws, the Foundation may provide all relevant information about the operation of this FIA Agreement to the Parent with whom the Child resides from time to time. In all other respects and unless the Foundation receives and accepts instructions to the contrary, it will be assumed that the Parents and the Payer are in each other's full confidence as to all matters concerning this FIA Agreement.
19. **No waiver except in writing:** A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
20. **No third party rights:** This FIA Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this FIA Agreement.
21. **Changes to this FIA Agreement:** In the event of any change to the Foundation's charitable status, or to any legal or taxation arrangements which have or could reasonably be expected to have an impact on the Foundation's running of this Advance Payment scheme, or for any other substantive reason, the Foundation reserves the right to make changes to this FIA Agreement or the general arrangements of this scheme with a minimum notice period of three (3) months to the Parents and the Payer.
22. **Governing law and jurisdiction:** This FIA Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this FIA Agreement or its subject matter or formation.

For the avoidance of doubt, this FIA Agreement must be signed by the Payer and all those with parental responsibility for the Child. This FIA Agreement may be signed by the parties to it in separate parts, each of which shall constitute an original of the Agreement and shall together constitute the same Agreement.

<p>Signed by the Parents:</p> <p>..... (Name in print)</p> <p>..... Date</p> <p>..... Parent signature</p> <p>..... (Name in print)</p> <p>..... Date</p> <p>..... Parent signature</p> <p>Note: all those that sign the Foundation's Acceptance Form must sign here as the Parents.</p>	<p>Signed on behalf of the School by:</p> <p>..... (Name in print)</p> <p>..... Date</p> <p>..... Signature</p> <p>Signed by the Payer:</p> <p>..... (Name in print)</p> <p>..... Date</p> <p>..... Payer signature</p>
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Junior School & Nursery
Crackley Hall & Little Crackers
St Joseph's Park
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e-mail: post@crackleyhall.co.uk



Schedule

Name of Child:

School:

Fee Rate: £X per annum

**Aggregate amount
prepaid:** £

Term	Academic year	Term's fees as at the date of this Agreement (excl. tax before discount) £	Advance Payment i.e. the total fees paid in advance before discount £	Amount of discount per term £	Total Advance Payment per term including discount (excl. tax) £
Michaelmas	2024				
Lent	2025				
Trinity	2025				
Michaelmas	2025				
Lent	2026 etc				

NOTE: i) The Foundation makes no promise, representation or warranty as to what the actual fees for any year will be and the fees payable during the Period may be more than those that have been pre-paid at the Fee Rate; and ii) No applicable taxes have been included in any of the figures above and applicable taxes are payable in addition to the amount of fees due.