



BERKHAMPSTEAD SCHOOL

PITTVILLE CIRCUS ROAD, CHELTENHAM, GLOUCESTERSHIRE, GL52 2QA
01242 523263

ADVANCE PAYMENT OF SCHOOL FEES SCHEME

Terms and Conditions

Introduction

The 'Advance Payment of School Fees Scheme' has been authorised by the Governors at Berkhampstead School, via the Finance and General Purposes Committee meeting held on the 16th January 2024.

The scheme is designed to enable families to make an Advance Payment of school fees for a named child, and in exchange to receive a fair and reasonable discount, in accordance with tax and charity law.

The Scheme will cover a child's tuition from Reception to Year 6, totalling a minimum of 3 terms and a maximum of 21 terms.

Definitions

Parent: means a person with parental responsibility for the child and includes a legal guardian appointed under the Children Act 1989 but not a person acting solely as education guardian.

Payer: means the person/s (whether a parent or any other person with the consent of a parent) from whom an Advance Payment of fees is received by the School. If there is more than one Payer, their rights and obligations under this Scheme are joint and several. The Payer may wish to take financial or legal advice before making an advance payment. No statement made by or on behalf of the School shall be, or be treated as, financial or investment advice. It is presumed that the advance payment shall be used for the termly payment of the agreed amount of school tuition fees for the named child.

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Head of School: Mrs M Bareham BA (Hons) PGCE

Executive Head: Mr R P Cross BSc (Hons) PGCE

Email: office@berkhampsteadschool.co.uk

Identity of the Payer: the Money Laundering Regulations 1993 (as amended) require the School to satisfy itself of the identity of anyone making certain types of payment. The School may therefore need to ask the Payer to produce proof of identity, such as a passport or driving license, before an Advance Payment can be accepted.

Contractual matters: the Standard Terms and Conditions and Schedule of Fees of the School as varied from time to time apply to and are incorporated in this Scheme but these Scheme Conditions will prevail in the event of a conflict or ambiguity. A Payer who is not also a Parent shall not acquire any rights or obligations under the terms of the School's contract with the Parent save as provided in these Scheme Conditions.

Admission of the pupil: whether or not an Advance Payment of fees 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 School's Standard Terms and Conditions then current.

Ownership of the Advance Payment: an Advance Payment shall belong to and form part of the general funds of the School but is subject to the provisions for refund (below). Interest shall not accrue or be paid unless expressly provided in these conditions.

Advance Payment: covers an agreed fixed amount (as agreed between the School and the Payer) of School fees in respect of the pupil as those expressions are defined in the Standard Terms and Conditions and Schedule of Fees from time to time.

The Advance Payment will not cover:

- (a) any increase in School fees; or
- (b) any items normally charged to a pupil's account as an extra or administration or interest charges, or charges for damage; or
- (c) fees in lieu of notice and, where applicable, the registration fee and any deposit.

School terms: for the purposes of this Scheme the School Terms are deemed to start on 1st September, 1st January and 15th April in each year.

Crediting the pupil's account: while the terms of this Scheme apply, the pupil's account will be credited term by term with payment of the fixed amount of termly fees that are covered by the Advance Payment, as they fall due for payment. The payment due dates are deemed to be the first day of each term and these dates are used as the basis for all calculations.

Absence from school: absence during term time because of illness, suspension, exclusion or for any other reason will, for the purposes of this Scheme, be treated as time spent at the School.

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Refund on cancellation/leaving early: the funds paid under the Advance Payment Scheme will become the property of Berkhamstead School, for the School's own unfettered use. The funds can only be refunded to the parent under exceptional circumstances and is at the discretion of the Governors. All other terms relating to refunds fall under the School's 'Refund Policy'.

Increases/reductions in fees: increases in fees and all other sums due during the period covered by the Advance Payment will be invoiced and payable in advance of each term. If the rate of fees is reduced, a fair allowance (the amount being in the sole discretion of the School) will be made in the final account after the pupil has left the School.

Appropriation: the School reserves the right to credit the account from the balance of the funds with the amount of all sums that have become due and owing to the School but have not been paid within two months of the due date and with interest as set out in the School's Standard Terms and Conditions as they exist at the time of such appropriation.

Changes in the law: the amount of the fees covered each term may be adjusted/reduced, at the discretion of the School and in accordance with charity law (where applicable) so as to restore the value of the Advance Payment to the School if, in the future, any tax or duty is imposed or any tax benefit or allowance is withdrawn from the School or from independent schools generally or if there are exceptional changes in economic conditions. The School reserves the right to change the terms of the Scheme, and the terms of any existing Advance Fee arrangement in place, should the Scheme be materially affected due to changes in legislation, particularly relating to taxation or charity law.

Disputes between Parents and Payer: if a dispute should arise between the Payer and the Parents or between the Parents themselves as to the continued education of the pupil, the balance of the funds shall be held by the School until the dispute has been resolved by agreement or court order duly served on the School. While the money is held, the School will continue to credit the pupil's account at the start of each term until the pupil has left the School. If there is more than one Payer, the School will not be concerned to enquire into the respective contributions from each Payer and shall be entitled to make a refund (if applicable) to the Payer or Parent whom the School considers it most likely will use the money for the future education of the pupil.

Confidentiality: the School shall be at liberty to provide all relevant information about the operation of this Scheme to the Parent with whom the pupil resides from time to time. In all other respects and unless the School receives and accepts instructions to the contrary, it will be assumed that the Parents and the Payer are in each others' full confidence as to all matters concerning this Scheme.

Interest: a refund (where applicable) of the Advance Payment or any part of it will normally be made without interest.

Consumer protection: the terms of this Scheme are believed to be in accordance with the

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custom and practice of independent schools and to be fair to the Payer, the Parents, the Pupil and the School. If any word/s, alone or in combination, infringe the Unfair Terms in Consumer Contracts Regulations 1999 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meanings as may be fair.

Interpretation: unless required to make grammatical sense of the immediate context, headings and sub-headings are for ease of reading only and are not otherwise part of the Scheme conditions.

Jurisdiction: this contract was made at the School and is governed exclusively by English Law and the courts of England.

Last reviewed on 8th April 2024
Mr T Denmead
Bursar

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Head of School: Mrs M Bareham BA (Hons) PGCE

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Questions and Answers

What is meant by Advance Payment of school fees?

Berkhampstead School operates a scheme under which a family member, or someone else with the consent of the parents, may make an advance payment of fees by depositing a lump sum in the general funds of the School. These funds can be deposited at any time after registration for entry has been made with the School and the registration fee has been accepted. In exchange for the Advance Payment, the School allows a discount in the fees (see below for calculations).

An Advance Payment should be made by cheque or bank transfer and may cover any number of terms subject to a minimum of 3 terms and a maximum of 21 terms (Reception to Year 6). The Scheme does not normally include the Day Nursery or Kindergarten. Payments in cash cannot be accepted.

Who is entitled to make an Advance Payment?

Anyone with parental responsibility or with the consent of those who have parental responsibility, may make an Advance Payment.

What are the benefits to the family of making an Advance Payment?

- Under today's legislation (April 2024), the date that the advance payment is received will create the tax point for these fees.
- Providing an opportunity for estate planning for the purposes of inheritance and other taxes. In these cases we strongly recommend that professional advice is first obtained from a tax adviser or accountant.
- Allow families the opportunity to obtain a small discount on fees.

Does the Advance Payment cover future fee increases?

Annual increases together with all other normal additional charges are not covered under the Scheme. These are invoiced and payable term by term in the normal way.

When can an Advance Payment be made?

An Advance Payment can be made at any time of the year, for any future terms (for a minimum of 3 terms).

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How is the discount calculated?

The amount of the total discount depends on the number terms of tuition that are being paid in advance. The calculation for the “Advance Payment of School Fees scheme is as follows”:

$$3\% \times (\text{Terms paid in advance} / 21)$$

Please note that percentages are rounded to two decimal places as follows:

Number of Terms	Discount
3	0.43%
4	0.57%
5	0.71%
6	0.86%
7	1.00%
8	1.14%
9	1.29%
10	1.43%
11	1.57%
12	1.71%
13	1.86%
14	2.00%
15	2.14%
16	2.29%
17	2.43%
18	2.57%
19	2.71%
20	2.86%
21	3.00%

What is the next step?

To receive a quotation, please contact the Bursar by email:

Mr T Denmead
bursar@berkhampsteadschool.co.uk

Last reviewed on 8th April 2024
Mr T Denmead
Bursar

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Quotation and Agreement

Date of Quotation:		Valid Until:	
Name of Child:		Date of Birth:	
Number of terms to be paid in Advance:		Discount (p/a):	

Breakdown of School Fees

	Number of Terms	School Fees	
		Before Discount £	After Discount £
Reception			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Total School Fees in Advance Payable:			

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Agreement

I/We, the undersigned, wish to make an Advance Payment of fees for the child named above in accordance with this Quotation and the attached Scheme Conditions, and the Standard Terms and Conditions of Berkhamstead School which I/we have read and understood.

[If applicable] I/We declare that I/we have obtained the consent of those who have parental responsibility for the child, and I/we authorise Berkhamstead School to seek written confirmation of that consent.

I/We declare that I/we have not relied for financial or investment advice on any statement made by or on behalf of Berkhamstead School and that I/we have had an opportunity of taking independent legal and financial advice before signing this agreement.

Money Laundering Regulations 1993 (as amended) require the School to satisfy itself of the identity of anyone making certain types of payment. Please enclose a scanned copy of one of the following documents:

- Passport*
- Driving License*
- Other (please state)*

Payment

Please identify the method of payment to be used:

- Cheque payable to "Berkhamstead School (Cheltenham) Trust Ltd"*
- Bank transfer of the advance payment direct to the School Bank account held with Lloyds Bank at:*

*Berkhamstead School (Cheltenham) Trust Ltd
Sort Code: 30-95-72
Account Number: 02356087*

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First Payer	Second Payer (if applicable)
Full Name:	Full Name:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:
Relationship to child:	Relationship to child:
Signature:	Signature:
Date:	Date:
Signed on behalf of Berkhamstead School:	
	Tom Denmead (Bursar)
	Date:

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