

THE ROYAL HOSPITAL SCHOOL

FEES IN ADVANCE SCHEME

BACKGROUND AND TERMS AND CONDITIONS

OBJECTIVE

The objective of the Fees in Advance Scheme (the “**Scheme**”) is to provide a method where the cost of independent education 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, even if the advance lump sum payment is made on their behalf by someone different.

Greenwich Hospital (trading as The Royal Hospital School) whose principal place of business is at The Royal Hospital School, Holbrook, Ipswich, Suffolk IP9 2RX (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) and these terms and conditions will form part of that relationship.

The School will not assume (nor be deemed to assume) any contractual obligations to the payer of the advance lump sum payment if the payer is someone different from the Parents who are the signatories to the main parent contract.

The School does not accept advance lump sum payments on a day to day basis. The School will accept entrants to the Scheme on particular occasions after considering each application on its own merits.

An advance lump sum payment shall belong to and form part of the general funds of the School but is subject to the provisions for refund as set out below. It is acknowledged and agreed that interest shall not accrue or be paid unless expressly provided below.

Should you require further advice or information please contact The Bursar, The Royal Hospital School, Holbrook, Ipswich, Suffolk IP9 2RX.

BASIS OF THE SCHEME

In return for a lump sum payment at or after the acceptance of an offer of a place for the Pupil, the School offers a credit to be applied against each term's fee invoice for a set number of terms.

The total value of these credits will be commuted at an agreed rate to calculate the amount of the lump sum payment.

It is acknowledged and agreed that admission of a Pupil to the School, whether or not an advance lump sum payment has been made under this Scheme and the right to remain at the School are subject to the admission requirements at the time including the School's academic standards and conduct policy.

TERMS AND 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 Pupil concerned (the "**Parent Contract**").
2. 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.
3. All payments made in accordance with the Scheme are prepayments for educational services, form part of the general funds of the School and may be used for such purposes as the Governors of the School may from time-to-time direct. In return for the payment, the School will make a specified payment to the fee account of the pupil of an agreed amount and for an agreed number of terms. All payments made in accordance with the Scheme will only be credited if accepted on or before the first day of any term in accordance with the standard table set out at the end of these FIA Terms and Conditions (the "**Standard Table**").
4. The Parents must meet the difference between the amount per term paid by the School under this Scheme and the total school fees due in respect of the pupil each term. This will include increases in fees, supplemental charges and other extras and expenses incurred by the School on the Pupil's behalf and will be detailed on the termly fee invoice. Payment of any such difference shall be made in accordance with the terms of the Parent Contract.
5. The Scheme may be used to provide advance lump sum payments towards fees for any set number of terms during the pupil's potential time at the School, from a minimum of four terms up to a maximum of fifteen terms. The minimum amount accepted by way of payment into the Scheme is an amount calculated to generate termly payments of £500 per term, and the maximum is an amount calculated to generate the termly tuition fee at the time of entering the Scheme.
6. To calculate an advance lump sum payment needed for a set number of terms, please refer to the Standard Table. The Standard Table shows the commuted cost of providing £1,000 per term up to a maximum of fifteen terms as at 1 July 2015. This is the Standard Table currently in force. The cost of providing other equal fee payments per term 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 advance payment needed and should be discussed with the Bursar at the School.
7. The commutation rate used in this current Standard Table is 3.5% 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 base rates. Parents should confirm the commutation rate and Standard Table currently in force immediately before making any advance lump sum payment. Once payment is made the commutation rate will apply for the duration of the arrangement secured by that payment. On receipt, the School will confirm in writing the amount of the payment, the number of terms intended to be covered by the arrangement, the applicable commutation rate and the amount to be credited against fees each term.

8. The School must in all cases receive payment 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: 1st January

Summer Term: 1st April

Autumn Term: 1st September

9. An advance lump sum payment will only be accepted in respect of those Pupils for whom a registration fee and deposit have been paid and an offer of a place accepted.
10. The payment of an advance lump sum payment for the provision of a future fee credit does not in itself guarantee 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 Pupil to preferential treatment.
11. Subject to the terms of the Parent Contract (including in particular those terms relating to the withdrawal of a Pupil on notice) and clause 14 of the FIA Terms and Conditions below, if a Pupil leaves the School for any reason prior to the commencement of the last term covered by this Scheme, the unused proportion of the 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 in lieu of notice) to the Parents. The Standard Table used to calculate the applicable commutation rate shall be used to calculate any such unused proportion.
12. Subject to the terms of the Parent Contract and the FIA Terms and Conditions, if a Pupil fails to satisfy the admission requirements for entry to the School, the payments made under the Scheme will be refunded (less an administration charge and any amounts owed to the School at the time of the refund) to the Parents.
13. If the Pupil is admitted to another fee paying school, the payment into the Scheme may, at the Parents' express written request, be used by the School to make payments by instalment (pro-rated accordingly to take account of any amounts owing to the School under the Parent Contract, including fees in lieu of notice)

towards the fees of that other school as and when due. This must be at the express written request of the Parents and is at the School's complete discretion, but is normally a better alternative to repayment of the original sum. In relation to any payment under this clause, the School shall be entitled to make administration charges (as from time to time notified).

14. The balance of an advance lump sum payment can be transferred between Pupils at the School who are siblings without restriction.
15. The terms of this Scheme are believed to be in accordance with the custom and practice of independent schools and to be fair to the parties. If any provision or part-provision of this Scheme is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Scheme. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provisions.
16. Queries or requests for information should be addressed to the Bursar at the School.
17. If there is any change to the School's charitable status, the Governors reserve the right to make reasonable changes to the terms of the Scheme with a minimum notice period of three months.
18. The Governors reserve the right to terminate the Scheme in respect of the Pupil with a minimum notice period of three months. Subject to the terms of the Parent Contract and the FIA Terms and Conditions, if the Scheme is terminated in respect of the Pupil, the payments made under the Scheme will be refunded (less any amounts owed to the School at the time of the refund) to the Parents.
19. Words and expressions used in the FIA Terms and Conditions shall, unless the context expressly requires otherwise, have the meaning given to them in the Parent Contract and, without prejudice to clause 2 above and for the avoidance of doubt, the provisions of the Parent Contract shall, so far as they are applicable, apply to the basis upon which any advance lump sum payment is made pursuant to the Scheme.
20. This Scheme, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

21. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Scheme or its subject matter or formation (including non-contractual disputes or claims).

STANDARD TABLE

THE ROYAL HOSPITAL SCHOOL

FEES IN ADVANCE SCHEME

Cost of providing £1,000 of fees per term

Commutation Rate: 3.5% per annum

Number of Terms to be funded	Amount Payable (£)	Commutation (£)
15	£923.17	£76.83
14	£923.17	£76.83
13	£923.17	£76.83
12	£923.17	£76.83
11	£923.17	£76.83
10	£923.17	£76.83
9	£923.17	£76.83
8	£923.17	£76.83
7	£923.17	£76.83
6	£923.17	£76.83
5	£923.17	£76.83
4	£923.17	£76.83
3	£923.17	£76.83
2	£923.17	£76.83
1	£923.17	£76.83

Example: Mr 'A' makes an advance payment to cover 15 terms at a rate of £1,000 per term. The total fees credit is £15,000

The commutation rate is 3.5% and Mr 'A' actually pays £13,847.55 and receives a discount on the fees paid from the scheme of £1,152.45 – the FIA commutation.

Subject to the Terms and Conditions of Fees in Advance Scheme. 1 July 2015

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FEES IN ADVANCE SCHEME - APPLICATION FORM AND AGREEMENT

Name of Pupil

Who is *currently in Year

*entered for admission in

We/I agree to the conditions set out in the Fees in Advance Particulars and Terms & Conditions of 1 July 2015.

We/I enclose a cheque for £..... made payable to the Royal Hospital School / hereby confirm that we have instructed our/my bank to make a direct transfer for £..... to HSBC Bank, Sort Code: 40 07 13, Account Number 71599682 on the basis of the current Standard Table annexed:

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

Signature of Parents

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Date:

Permanent address:

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Signature of person making payment (if different from Parents)

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Relationship to the Pupil:

Date:

Permanent address:

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