

Please read these terms & conditions carefully. For an individual illustration, please contact us via our dedicated inbox: [FIA@bradfordgrammar.com](mailto:FIA@bradfordgrammar.com)

## Fees In Advance Scheme - Terms & Conditions

### Background

Bradford Grammar School's (the **School**) Fees in Advance Scheme (the **Scheme**) enables parents to pay school fees up front by making a lump sum payment in advance, in return for which the parents receive a discount on the cost of their child's education. When parents pay the lump sum, an agreed portion of it will be applied against each term's fees for an agreed number of terms. The total value of the amount applied each term will be commuted at an agreed rate in order to calculate the total lump sum to be paid by the parents to the School, with such calculation carried out prior to the parents joining the Scheme. Parents can join the Scheme after the offer of a place for the child at the School has been accepted.

In order to join the Scheme, 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).

### Terms & conditions

- 1) The FIA Terms and Conditions. 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 (but excluding the payer, if different, because the payer is not a party to the Parent Contract), 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) The Payer. Where the payer is not a parent of the child, they will be required to agree to these FIA Terms and Conditions by signing the FIA Acceptance Form. **References in these FIA Terms and Conditions to "parents" shall be interpreted as including the payer, as applicable and as the context requires.**
- 3) The status of the lump sum payment. 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) What happens if the School becomes insolvent, etc. 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 any lump sum payment paid to the School under the Scheme might not be returned to the parents.

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- 5) Money laundering and source of funds. 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 verify, to its satisfaction, the identity of the parents and the source of funds being paid into the Scheme.
- 6) The parents must make additional termly payments to the School for amounts owed to the School. The parents (or those responsible for the fees and supplemental charges under the Parent Contract, if different) must pay to the School, by the due date, the difference between the amount applied under this Scheme per term and the total amount due in respect of the child that term. Differences will arise where, for example, the fees have been increased, where supplemental charges and other extras are due, 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 School reserves the right to use the yet-to-be-applied lump sum to meet any other sums that have become due and owing to the School and which the parents have not paid within two months of the due date for payment.
- 8) The number of terms and amount to be covered by the Scheme. 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 three (3) terms up to a maximum of forty two (42) terms. The amounts which will be accepted by way of payment into the Scheme is an amount calculated to generate the following termly payments:
  - a) For the Junior School, a sum of £4,000 per term, and
  - b) For the Senior School, a sum of £5,000 per term
- 9) How the lump sum is calculated. The lump sum payable by the parents is calculated by:
  - a) the School and the parents agreeing the amount that will be allocated against each term's fees and the number of terms intended to be covered by the lump sum payment (the **Fee Contribution**); and
  - b) deducting the discount by applying the commutation rate. The School will apply the commutation 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.
- 10) The Standard Table and what it illustrates. The Standard Tables show the amount which will be applied to the fee account of the relevant child each term for the agreed number of terms if the parents paid the equivalent of £4,000 (for Junior School) or £5,000 (for Senior School) per term for a child for up to a maximum of forty two terms on or before **5th August 2024**. This is the Standard Table currently in force. The cost of providing fee payments per term of £4,000 or £5,000, and the resulting commutation can be calculated from this Standard Table. The School does not offer the facility to vary the termly fee payments.
- 11) The Commutation Rate. The commutation rate used in the current Standard Table is 1.5% per annum and is calculated on a straight-line basis. The Standard Table and commutation rate will be reviewed by the School periodically in accordance with internal policies and is subject to change at the School's sole discretion. Parents should confirm the applicable commutation rate and Standard Table in force by

contacting the Finance Office immediately before making any single lump sum payment. Parents should be aware that if there is a delay of more than seven (7) days between confirming the commutation rate currently in force and paying the lump sum to the School, the commutation rate may have changed. **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 lump sum by bank transfer and in Pounds Sterling.

- 12) Confirmation of participation in the Scheme. In order to participate in the Scheme, the School must in all cases receive payment of the lump sum payment and a signed copy of these FIA Terms and Conditions at least one (1) month before the beginning of the first term to be covered by the lump sum payment. For the purposes of the Scheme, terms will be deemed to commence in accordance with the published school calendar dates. Following receipt by the School of the lump sum payment in freely available, cleared funds, and a signed copy of these FIA Terms and Conditions, the School will confirm in writing to the parents 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 applied against each term's fees.
- 13) Eligibility. The School only accepts applications to join the Scheme from parents who have paid the registration fee and deposit and submitted the School's Acceptance Form. Please note that notwithstanding Clause 12) above, participation in 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) What happens if the child leaves the School early? Subject to the terms of the Parent Contract (including in particular those terms relating to the withdrawal of a child on notice) and Clause 17) 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 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

*Example*

*If the lump sum payment is intended to cover 15 terms and the child leaves the School during or at the end of term 10, the refund payable to the parents will be 4/15 of the lump sum payment, or 5/15 of the lump sum payment if a term's notice of withdrawal was given in accordance with the Parent Contract, less any sums owed to the School at the time of the refund.*

- 15) Changes to the School's fees and how this impacts the amount applied each term. Without prejudice to Clause 6) (which requires the parents to pay the difference between the amount applied under this Scheme per term and the total amount due in respect of the child that term and that differences will apply where, for example, the fees have increased), the School retains sole discretion as to how and to what extent any subsequent change to the net school fees (exclusive of any applicable taxes) is to be taken into account in determining the amount of the lump sum applied each term. For example, if the School decides to reduce net fees, parents participating in the Scheme **may not benefit from this reduction.**
- 16) Refunds to third parties. Subject only to Clause 17) 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 lump sum payment.

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- 17) Transfers between siblings. Upon no less than one (1) term's prior written notice and subject to the School's prior approval, the parents may request that an unapplied portion of the lump sum payment be transferred between children who are siblings at the School. Where the parent and the payer of the lump sum payment are different, both must agree to the transfer in writing.
- 18) Queries. Queries or requests for information regarding the Scheme should be addressed to the Finance Manager at the School.
- 19) Changes to these FIA Terms and Conditions. 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) Governing law. 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.

**For an illustration, please contact us via our dedicated inbox [FIA@bradfordgrammar.com](mailto:FIA@bradfordgrammar.com) with the following details:**

- 1. Full name of parents (and payers, if different).**
- 2. Full name of the child and the year they are joining.**
- 3. Expected date of joining**
- 4. Number of terms (specify Junior and Senior School, if applicable) you wish to pay in advance.**

**Note, for new starters, the Finance Office can provide an illustration after confirmation that the signed Offer Acceptance Form has been received. You will be required to fully complete & sign the Application & Acceptance of FIA form before a payment can be made.**

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

Homera Najib  
Bursar  
March 2024

## Bradford Grammar School

### Fees in Advance Scheme - Standard Table – Junior School

Cost of providing the equivalent of £4,000 of fees per term for the number of terms funded at a Commutation Rate

**Cost of providing the equivalent of £4,000 of fees per term for the number of terms funded at a Commutation Rate of: 1.5 % p.a.**

Number of Junior School 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 (£)
21	84,000	79,950	4,050	3,807
20	80,000	76,329	3,671	3,816
19	76,000	72,691	3,309	3,826
18	72,000	69,035	2,965	3,835
17	68,000	65,360	2,640	3,845
16	64,000	61,666	2,334	3,854
15	60,000	57,955	2,045	3,864
14	56,000	54,225	1,775	3,873
13	52,000	50,476	1,524	3,883
12	48,000	46,708	1,292	3,892
11	44,000	42,922	1,078	3,902
10	40,000	39,116	884	3,912
9	36,000	35,292	708	3,921
8	32,000	31,448	552	3,931
7	28,000	27,586	414	3,941
6	24,000	23,703	297	3,951
5	20,000	19,802	198	3,960
4	16,000	15,881	119	3,970
3	12,000	11,940	60	3,980

#### Example

*To provide for fees of £4,000 per Junior School term for 15 terms, the amount payable would be £3,864 per term (from the table above for 15 terms); multiplied by 15: £57,955.*

## Bradford Grammar School

### Fees in Advance Scheme - Standard Table – Senior School

Cost of providing the equivalent of £5,000 of fees per term for the number of terms funded at a Commutation Rate

**Cost of providing the equivalent of £5,000 of fees per term for the number of terms funded at a Commutation Rate of: 1.5 % p.a.**

Number of Senior School 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 (£)
21	105,000	99,937	5,063	4,759
20	100,000	95,412	4,588	4,771
19	95,000	90,864	4,136	4,782
18	90,000	86,293	3,707	4,794
17	85,000	81,700	3,300	4,806
16	80,000	77,083	2,917	4,818
15	75,000	72,444	2,556	4,830
14	70,000	67,781	2,219	4,841
13	65,000	63,095	1,905	4,853
12	60,000	58,385	1,615	4,865
11	55,000	53,652	1,348	4,877
10	50,000	48,895	1,105	4,890
9	45,000	44,115	885	4,902
8	40,000	39,310	690	4,914
7	35,000	34,482	518	4,926
6	30,000	29,629	371	4,938
5	25,000	24,752	248	4,950
4	20,000	19,851	149	4,963
3	15,000	14,925	75	4,975

#### Example

*To provide for fees of £5,000 per Senior School term for 21 terms, the amount payable would be £4,759 per term (from the table above for 21 terms); multiplied by 21: £99,937.*

## **Bradford Grammar School Fees In Advance Scheme - FAQs**

### ***What does the Fees in Advance Scheme provide?***

In exchange for a discounted lump sum, the Scheme secures specified amounts (£4,000 per Junior School term and / or £5,000 per Senior School term) towards the cost of a child's education, starting at a certain date.

### ***Can a partial payment be made?***

No, you must join the scheme for at least three terms and for a minimum of £4,000 per term or £5,000 per term for Junior School or Senior School respectively.

### ***What happens if the school fees increase?***

The scheme provides specified amounts towards the costs of education. As the school fees can increase by a varying amount each year, the scheme does not necessarily meet the entire cost of the provision of education. The parents are responsible for meeting the difference between the new fees and the termly amount provided under the advance payment by the due date given.

### ***May an increase in fees be anticipated and an advance payment made to secure fees greater than those current at the time of payment?***

No. The maximum lump sum accepted by the School is an amount calculated to cover £4,000 per term for the Junior School, and £5,000 per term for the Senior School for a maximum of 42 terms.

### ***What is the position if the fees at the time of, or subsequent to, the pupil's entry date are less than those in force when the advance fee was fixed?***

The lump sum will be applied to the fee account of the pupil each term and any excess above the fees will be applied to the payment of extras, if applicable, and future fees. If a credit balance remains at the time when the pupil leaves the school, a refund of the unapplied lump sum will be returned to the parents without the benefit of any interest or discount.

### ***What is the position in respect of a pupil for whom an advance fee has been paid if they leave the school early?***

A refund of the unapplied lump sum will be made without the benefit of any interest or discount and after the deduction of any sums owed to the School.