



1. INTRODUCTION

The aims of this policy are to ensure that:

- consistent procedures are followed by the School concerning the payment of Fees, extras or Fees in lieu of notice (**Fees**); and
- members of Finance staff and Parents or other contracting parties (**Parents**) are aware of these procedures and the implications for the Parents of late or non-payment of Fees.

The School's agreement with Parents to pay Fees is set out in the letter of offer, acceptance form, Fees letter and the School's Terms and Conditions, separately or together referred to as the **Contract**.

The **Contract** is formed when the Parents sign the Parental Acceptance Form, and this gives rise to an obligation to comply with the Contractual provisions regarding notice and the payment of Fees.

Extras means supplemental items not included in the Fees. Extras may be incurred by the pupil or by the School on behalf of the pupil or authorised by the Parents. For the purpose of incurring Extras, the pupil is agent for the Parents.

This policy is advisory only and does not form any part of the Contract between the School and Parents.

2. PAYMENTS

Charges for Fees will not be refunded or waived due to a pupil's absence through sickness, or if a pupil is suspended, or if any term is shortened or any vacation extended, or for any other cause except at the Rector's discretion.

3. PAYMENT METHODS

School fees can be paid as follows:

3.1. By Direct Debit (DD). Payments can be made by:

- a. Three equal payments, paid termly by direct debit, collected on the first banking day of each term.
- b. Ten equal direct debit instalments collected on the first banking day of each month from September to June (inclusive)
- c. Twelve equal payments paid on the first banking day of each month, September – August (inclusive).

3.2. One Annual Payment

Annual payment will receive a discount of 4% provided payment is received before the end of term in June of the previous academic year.

3.3. Cash

The School reserves the right to refuse any cash payment.





3.4. From other third parties

The School reserves the right to refuse payment from a third party unless there is a formal third-party agreement in place for the payment of Fees and/or where the School is unable to reasonably ascertain the third party's address, identity and/or a legitimate source of funds.

Any agreement with a third party (such as a grandparent) to pay Fees due to the School does not of itself release Parents from liability if the third party defaults and does not affect the operation of the Contract, or any provision of this policy, unless an express release has been given in writing, signed by the Head of Finance.

Please note that all non-annual fee payments must be made by Direct Debit only. Alternative methods of payment must be agreed in advance with the Head of Finance.

Any queries regarding the payment of Fees should be addressed to the Finance office. If one or more items on an invoice are queried, the balance of the invoice must be paid in accordance with the Contract.

4. PART-PAYMENTS

Any payment made to the School for less than the full amount due in respect of outstanding invoice(s) will be taken as a payment on account of the outstanding invoice(s) and will be applied to the oldest debt in time or the elder or eldest pupil where there is more than one at the School.

5. INSTALMENT ARRANGEMENTS

An agreement by the School to accept payment of Fees by way of instalments is concessionary and is only permitted by prior arrangement with the Head of Finance. Such arrangements will be subject to a separate agreement between the Parents and the School.

6. ADVANCE PAYMENTS

Advance payments will be subject to a separate contract between the School and the Parents.

7. CYBERCRIME NOTICE

The School will never send parents an email or text changing the school's bank account or offering a discount for a payment to an account. The School will not take responsibility if parents transfer money to an incorrect bank account.

8. FEES REVIEW

Fees levels for the following academic year are usually reviewed during the Spring Term. Notification of any increase will normally be given before the beginning of the Summer Term and will take effect from the beginning of the following Autumn Term. It may become necessary at other times to increase Fees. Please see clause 4(j) of the School's Terms and Conditions for details of the Parent's position in the event of an increase in Fees.





9. FEES INSURANCE

Parents can obtain details of providers of Fee protection insurances from the School, but the School makes no warranties or recommendations regarding the appropriateness of such insurances.

Responsibility for obtaining insurances or for making any claims under the insurances rests solely with Parents.

10. LATE PAYMENT

Please note that all non-annual fee payments must be made by Direct Debit only. Where a direct debit is not in place, the term's fee is considered overdue on the first day of term.

In the event of late payment, the school will issue a reminder notice. If the account remains unpaid, further reminders may follow, and the school reserves the right to charge interest on overdue amounts in accordance with the Contract.

Continued non-payment may result in the following steps:

- Restriction of participation in extra-curricular activities, including school trips, sports events, and other non-essential activities.
- A formal meeting with the Head of Finance to discuss the outstanding balance.
- Referral of the account to an external debt collection agency or legal proceedings, with any associated costs borne by the Parent.
- Notice given that the pupil(s) will not be permitted to return. Any notice of exclusion for non-payment of fees will be confirmed in writing, in accordance with the Contract. The pupil(s) will be deemed withdrawn without notice, and a term's fees in lieu of notice will become payable. An invoice for the outstanding fees will be raised, and in the event of default, recovery action will be initiated.

11. RETURNED DIRECT DEBITS

If any direct debit or cheque is returned unpaid or dishonoured, the payment will be classified as overdue, and the provisions outlined in Section 10 regarding late payment will apply.

A charge of £35 will be applied for each instance of a returned direct debit or dishonoured cheque to cover administrative costs.

12. NOTICE OF WITHDRAWAL

Parents are reminded of their obligation under the Contract to give at least one full term's notice in writing of the cancellation of a place or the withdrawal of a pupil from the School.

For the avoidance of doubt, the Contract requires Parents to give one term's notice to the School to that effect, failing which Fees in lieu of notice will become due and payable as a debt by the Parents on the first day of the cancelled term. This notice will only be effective if addressed to and received by the Rector and CEO. Parents are recommended to seek an acknowledgement of any such notice.





For the avoidance of doubt, the School will take recovery action for Fees in lieu of notice as well as for unpaid Fees. Provisional notice is not recognised as a valid form of notice and will not release Parents of their obligations under clause 5 of the Contract.

13. REGISTRATION FEES & DEPOSITS

Any registration Fees paid to the School are non-refundable on the cancellation of a place or the withdrawal of the pupil. Any deposits paid will be retained by the School until after the pupil leaves and then will be applied (without interest) as payment towards the final balance due to the School on your child's leaving (unless you have specifically indicated that you would like to donate the deposit to the School's development fund), and any amount remaining will be refunded to you. In respect of exclusions and required removals, the deposit will be forfeited and retained by the School.

14. FEES AFTER SUSPENSION OR EXCLUSION

In the event that a pupil is suspended or expelled from the School, then the School will not waive any Fees, nor will it refund any Fees already paid by the Parents.

15. COMPLAINTS

Complaints made by Parents will be considered in accordance with the School's complaints procedure. Any such complaint should be raised at the earliest opportunity, but fees obligations are not suspended pending the outcome of the complaint.

16. TRIPS & OTHER EXTRAS

The School reserves the right to refuse permission for pupils to attend trips or educational visits or incur any additional expenditure unless Fees have been paid in full.

17. LEGAL ACTION

The School will instruct solicitors to pursue unpaid debts on their behalf. The School reserves the right to take legal action to recover Fees, interest and legal costs against all contracting parties, regardless of who actually made payments previously and regardless of any related ancillary relief order(s) in matrimonial proceedings.

18. JOINT & SEVERAL LIABILITY

Parents are advised that in the event there is more than one signatory to the Contract (or more than one contracting party), each of the contracting parties are jointly and severally liable for the whole of the obligations under the Contract. For the avoidance of doubt, this means that they are each responsible for payment of all of the Fees, regardless of who has assumed responsibility for payment of Fees previously.





19. INSOLVENCY & NOTIFICATIONS

Parents are reminded of their obligations to inform the School of any court orders or insolvency proceedings against them. In the event of personal insolvency, the School reserves the right to submit a proof of debt in respect of any outstanding Fees to the appropriate Trustee in Bankruptcy/Supervisor.

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| Policy Owner | Head of Finance |
| Date Reviewed | 8 th April 2024 |
| Version Control | - |
| Approved By | Finance Committee |
| Date Approved | - |
| Location(s) | Website, Parent Portal |
| Next Review Date | August 2025 |

The Governors of Hutchesons' Educational Trust, Registered Charity Number SC002922, is the governing body of Hutchesons' Grammar School.

