



## School Fees Terms & Conditions

### **1.1 Accrual**

Each term's fees accrue separately and the fees payable in respect of each term will be published on the school website.

### **1.1 Payment**

Fees are due and payable on the first day of term/month to which they relate. The invoice is issued 1 month in advance and you have 30 days from this date to clear the account.

### **1.2 Deemed Payment**

The parents are not deemed to have paid a sum to the school until the school is in receipt of the cleared funds in its bank account.

### **1.3 Payment Method**

Fees can be paid by cash, cheque or direct debit; bank details are available on request. Direct Debit payments should be referenced using the child's name. We also accept childcare vouchers and are registered to receive Early Years Funding for children up to the age of 5.

### **1.4 Joint & Several Liability**

Each person who has signed the acceptance form is jointly and severally liable for the whole of the fees. The persons who have signed the Acceptance Form remain liable to the school for the fees, unless the school has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the fees. Failure to sign the acceptance form does not negate you from any binding responsibility with regards to fee payments.

### **1.5 Warranty**

The parents believe they are able to pay the fees and confirm that they are not in arrears in paying fees to any other school or educational establishment. The parents must notify the school if they become aware of circumstances which may prevent them from promptly paying the fees. The school reserves the right to carry out credit-reference checks in respect of the parents (including by making enquiries of other schools) and the parents agree to sign any documentation and give any consents required for this purpose.

## **1.6 Refund**

Fees will not be refunded or waived: (a) for absence through sickness or injury or (b) if the School has to close for a period due to health risk, bad weather or any the other circumstances.

## **1.7 Advance Payment of Fees Schemes**

Schemes under which a lump sum prepayment is made by or on behalf of the parents will be the subject of a separate contract which will provide, among other conditions for a minimum number of terms for such a scheme and a minimum lump sum and for a refund of the unused part of the prepayment in the event of the pupil's leaving earlier than expected. Fees in lieu of notice (where applicable) and any other sum due and owing to the school at that time will be deducted from the sum to be refunded.

## **1.8 Fee Increases**

Fees are normally reviewed once a year and may be increased by such amount as the School considers reasonable. Any increase in fees will usually be on a term's notice. If less than a term's notice is given by the school in respect of a tuition fee increase of greater than 8%, notice of withdrawal given by the parents within 21 days after notice of the increase was received will not incur a term's fees in lieu of notice.

## **1.9 Instalment Arrangements**

An agreement contract must be signed in order for fees to be paid by instalments, payable from 30 days after date of invoice is concessionary and may be terminated by the school in the event of default for thirty days or more. On termination, the full amount of fees then due shall be payable forthwith as a debt.

Elliott Park School have the authority to terminate any contract for monthly instalments if the payments fall short of the agreed terms and the agreed date.

## **1.10 Part Payment**

Any sum tendered that is less than the sum due and owing may be accepted by the school on account only.

**1.11 Appropriation**

The parents agree that a payment made in respect of one child may be appropriated by the school to the unpaid account of any other child of the parents.

**1.12 Payment of Fees by a Third Party**

An agreement with a third party (such as a grandparent or other relative) to pay the fees or any other sum due to the school does not release the parents from liability if the third-party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing. The school reserves the right to refuse a payment from a third party.

**1.13 Late Payment Charges**

If fees are not paid within 30 days from the date the invoice is generated then a late payment charge of 5% will incur. Debts that remain unpaid will gain 2.5% interest per month until such a date that the debt is cleared.

**1.14 Suspension and then Deemed withdrawal for Non-Payment**

The school reserves the right to suspend the pupil while fees remain unpaid for more than 30 days and will suspend automatically if the fees remain outstanding for more than 60 days, by giving the Parents not less than two days' written notice. Whilst the pupil is suspended: (a) the parents shall ensure that he is appropriately supervised and does not come into school; and (b) the school shall have no obligation to provide the pupil with any teaching or other support. If the Pupil is suspended for 14 consecutive days by reason of non-payment of fees, he will (unless the School agrees otherwise) be deemed to have been withdrawn by the Parents without notice. The school will not accept late payments of more than 30 days more than once in an academic year; should this occur the facility for monthly payments will be withdrawn and only termly or yearly payments will be accepted.

**1.15 Debt Recovery Costs**

If the parents fail to pay any sum due to the school on or before the due date for payment, the parents shall (on demand) reimburse the school in respect of any reasonable costs and expenses (including legal fees) that the school incurs as a result of the parents' default and/or any action taken by the school to recover the debt from the parents. Failure to comply with these terms and conditions will result in a referral to Redwood Collections our Debt Recovery company.

### **1.16 References etc**

The school may withhold any information, character references or property while fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate interests of the pupil. The school may inform another school or educational establishment if the parents fail to pay any fees within 14 days after the due date for payment.

### **1.17 Notice of Termination by Parent**

Notice to be given by parents means a term's written notice addressed to and received by the Headteacher. It is expected that parents will consult with the Headteacher before given notice to withdraw a pupil

A 'term's notice' to be given by parents means notice given before the first day of a term and expiring at the end of that term. Term being autumn; spring and Summer (Autumn September, October, November and December. Spring; January, February and March. Summer; April, May, June and July).

Withdrawal by Parents – if a pupil is withdrawn on less than a term's notice then fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question. The charge of a term's fees represents a genuine pre-estimate of the school's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.

### **1.18 Notice of Termination by School**

Parents may be required, during or at the end of a term, to remove the pupil temporarily or permanently from the school if after consultation with the parents the Headteacher is of the opinion that by reason of the pupil's conduct or progress, the pupil is unwilling or unable to benefit sufficiently from the educational opportunities offered by the school or has an accumulation of minor offences or has failed to respond to school discipline or at the Headteacher's discretion should it be considered that continued attendance would be detrimental to the school community, or if a parent has treated the school or members of its staff unreasonable. In these circumstances, parents may be permitted to withdraw the pupil as an alternative to removal being required. The Headteacher shall act with procedural fairness in all such cases, and shall have regard to the interests of the pupil and parents as well as those of the school.

### **1.19 Fees Following Removal**

If the pupil is removed or withdrawn in the circumstances described above, fees will not be refunded for the term the pupil was removed. If any fees have been paid for terms ahead they will be refunded in full.

### **1.20 Additional Educational Costs**

If your child requires additional educational needs, for example speech and language or occupational therapy, consultation on these will take place and the cost will be in addition to your fees and you will be invoiced separately.

### **1.21 Late/delayed home time collection**

Children should be collected at home-time, on time. School finishes at different times for infants, juniors, and nursery. After-school clubs run from the end of school for one hour. The times are as shown below:

- Infants – 15:10
- Juniors – 15:20
- Nursery – 15.30
- After-school activities 16.20

These staggered timings are designed to reduce traffic congestion in the surrounding neighbourhood. It is therefore essential that children and parents are not delayed in leaving the school at home time.

In the event of parents/carers being delayed in collecting their child the school should be notified as soon as possible. The school has an answer phone facility that is checked regularly throughout the afternoon.

A £20.00 charge per hour or part of will be incurred by parents/carers who fail to collect children on time or failure to notify the school of the delay in advance by 3pm.

Parents will be asked to sign the late collection register at the time of collection. The charge will be added to the termly invoice.