



Introduction

The Parents' agreement with the College to pay fees, extras and fees in lieu of notice ("Fees") is set out in the College's Terms and Conditions and the Parent Contract (the "Contract"). The aim of this Policy is to ensure that the Contract is complied with and that parent(s) and/or other contracting parties ("Parents") are aware of the process to be followed by the College in the event that it is not.

Anti-money laundering

Any payments received by the College will be handled in accordance with the College's obligations under the Money Laundering Regulations 2017. The College may require satisfactory evidence of identity and address of a person who is seeking to pay fees. The College will not accept cash in settlement of invoices.

Where there is an unusual transaction, it may be reported to the National Criminal Intelligence Service.

Payments

Parents are contractually obliged to pay fees termly in advance and extras termly in arrears. Fees will be invoiced two weeks in advance of each term and will include the preceding term's extras, if applicable. Invoices are due and payable before the commencement of the term to which they relate (or the date specified on the invoice if earlier).

Fees will not be refunded or waived for absence through sickness, suspensions (fixed term), or if a term is shortened or a vacation extended, or if a pupil is released home after public examinations or otherwise before the normal end of term (provided that the College remains open to the pupil), or for any cause other than exceptionally and at the sole discretion of the Principal.

Payment via FlyWire (allowing bank transfer, credit/debit card payments etc) into the College's bank account is the preferred method of payment.

For the avoidance of doubt, Parents should be aware that BACS payments are treated as cleared funds. Payments made by Standing Order clear after 48 hours.

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

Cash. As stated at above, the College will not accept cash in settlement of invoices.

Company transfers. The College reserves the right to refuse payment of invoices from companies or businesses unless they have a formal third-party agreement with that company or business for the payment of Fees. The College also

reserves the right to refuse to accept payment from a company account unless it can be demonstrated that the Parents own 51% or more of the company from which the payment is proposed to be made.

Payments from Third Parties. The College 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. Any agreement with a third-party (such as a grandparent) to pay Fees due to the College does not in 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 Director of Finance and Resources.

Part payments

Any payment made to the College 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, if applicable, or, where all debts are of equal age, to the debt relating to the eldest child, if there is more than one.

Advance Payments

Advance payments will be subject to a separate agreement between the College and the Parents which provides for, amongst other conditions, a refund of the unused part of the prepayment in the event of the Pupil's leaving the College earlier than expected. However, should you decide to withdraw from the scheme before the end of your selected period, any discount applied for the duration will be lost and full fees for the period paid will be due. Fees in lieu of notice (where applicable) and any other sum due and owing to the College at that time will be deducted from the sum to be refunded.

Instalment arrangements

An agreement by the College to accept payment of Fees by direct debit, or any other arrangement for payment of fees by instalments, is concessionary and will cease automatically in the event of any default for 60 days or more. On ceasing, the full amount of Fees then due shall be payable forthwith as a debt and a late payment charge will be due.

Details of instalment arrangements and other methods of payment are available from the Director of Finance and Resources.

Late Payment

The College reserves the right to make a late payment administration charge for every invoice not paid before the first day of each term. In addition to this administration charge, interest may, at the absolute discretion of the College, be charged on a day-to-day basis on Fees which are unpaid following the first day of term. Interest will be charged, accruing on a daily basis, and as described in the Parent Contract and updated as regards in the annual fees letter. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the College in the recovery of any unpaid Fees regardless of the value of the College's claim. Any sum tendered that is less than the sum owing may in any event be accepted by the College on account only.

Parents who have not paid fees by the first day of term will be sent a first reminder notice 7 days after the first day of term informing them that a late payment administration fee of £200 will be charged should the debt not be settled in full in cleared funds within 10 days of the date of the first reminder notice.

After a further 7 days the Director of Finance and Resources' Office will send a letter to Parents and will offer the opportunity for Parents to meet with a member of staff from the Director of Finance and Resources' Office to discuss the situation and provide full details of their financial position.

After a further 7 days, if still in default of payment, Parents will be asked to meet the Director of Finance and Resources to discuss the situation. If such a meeting does not take place and payment is still outstanding, Parents will be given notice that the Director of Finance and Resources' will recommend to the Principal that their child will be excluded from half-term pending payment of all outstanding fees. This notice of exclusion for non-payment of Fees will be confirmed in writing in accordance with the Parent Contract.

If the account of a pupil who has been excluded for non-payment has not been cleared in full 28 days after the start of the exclusion, the pupil will be deemed withdrawn without notice.

The deposit will not be returned/credited and a term's fees in lieu of notice will be due. An invoice will be raised and in default of payment, recovery action initiated.

Year 13 Pupils. The Parents of any Year 2 (Year 13 or Upper Sixth) pupils with an outstanding balance must have satisfied the Director of Finance and Resources of their ability to pay by Easter in order for the pupil to sit their examinations.

Legal Action

The College 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. For the avoidance of doubt, the College will instruct solicitors to pursue debts on their behalf.

Joint and several liability

Parents are advised that in the event there is more than one signatory to the Parent 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 the Fees. The College has no obligation to pursue all of the contracting parties in subsequent litigation.

Insolvency and notifications

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

Bursaries

In the event that Parents encounter difficulty in paying Fees, they are encouraged to notify the Director of Finance and Resources' Office of this at the earliest opportunity, in order that proper consideration of eligibility for a bursary can be given.

Voluntary Donations

Any donations are separate and distinct from payment of Fees under the Parent Contract.

Trips

The College reserves the right to refuse permission for students to attend trips, educational visits or receive other extras such as music lessons, unless Fees have been paid in full.

Notice of Withdrawal

Parents are reminded of their obligation under the Parent Contract to give at least one full term's notice in writing of the removal of any pupil from the College.

Parents of PreA pupils who have decided to leave NatMatSci at the end of the year to study at an alternative Sixth Form establishment, must give notice to withdraw on or by the first day of the summer term at the latest.

Information sharing

The College will obtain, use, hold and process "personal data" including "sensitive personal data" such as that regarding Parents' financial position lawfully and fairly in accordance with the Data Protection Act 2018 and GDPR.

The College also has the right to seek information from current or previous Schools about unpaid Fees and to inform any future School/College or educational establishment of fees which are unpaid at the College in accordance with the agreed Independent Colleges' Code of Practice for Colleges¹.

Director of Finance and Resources
Reviewed December 2022
Next Review date September 2024

¹ Code of Practice for Colleges (June 2021) – agreed by the GSA, HMC, IAPS, ISA and the Society of Heads.