



## FEES IN ADVANCE SCHEME - TERMS AND CONDITIONS

### BACKGROUND

Radley College (“**School**”) offers a Fees in Advance Scheme (“**Scheme**”) which enables parents to pay School Fees (as defined below) up front by making a lump sum payment in advance to the School (“**Advance Payment**”), in return for which the parents receive a discount on the cost of the Education Services (as defined below). Parents will receive a discount at an agreed rate which will be used to calculate the Advance Payment, with such calculation carried out prior to the parents joining the Scheme. Parents can only 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 Advance Payment, if different (e.g. grandparents or other third party). 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.

Parents are advised to seek their own professional legal, financial and tax advice before joining the Scheme.

### TERMS AND CONDITIONS

1. Definitions. In these terms and conditions:
  - a. “**Board and Lodging**” means the School’s provision of accommodation and any meals served as part of our boarding provision excluding any meals which are charged for separately as a Specified Charge;
  - b. “**Education Services**” means the School’s provision of classes and lessons to the child;
  - c. “**Fees**” means the School Fees plus any and all Specified Charges, being the total amount payable by the parent to the School for the Services each term;
  - d. “**FIA Terms and Conditions**” means these supplemental terms and conditions as may be amended from time to time;
  - e. “**Parent Contract**” means the School’s standard terms and conditions that the parents agreed when accepting a place for their child at the School;
  - f. “**School Fees**” means the termly fees for the provision of Education Services and for Board and Lodging, as set out in the Schedule of Fees;



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- g. **“Specified Charges”** means the charges for each Service excluding Education Services and Board and Lodging, as set out in the Schedule of Fees; and
- h. **“Service”** means all the services to be provided by the School on the terms and subject to the conditions of the Parent Contract, including Education Services and Board and Lodging (both of which are covered by the School Fees) and any other services (which are covered by a Specified Charge).
2. *The FIA Terms and Conditions.* These FIA Terms and Conditions are supplemental to the School's Parent Contract. As between the parents and the School (excluding the payer, if different), these 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, and (unless defined differently in these FIA Terms and Conditions) terms defined in the Parent Contract shall have the same meaning when used in these FIA Terms and Conditions.
3. *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 below. **References in these FIA Terms and Conditions to “parents” shall be interpreted as including the payer, as applicable and as the context requires.**
4. *The status of the Advance 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 15 below, Advance Payments paid to the School are non-refundable and the parents cannot leave the Scheme except in the circumstances set out in Clause 15.
5. *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 the residual balance of the Advance Payment may not be returned to the parents. The residual balance of the Advance Payment shall be an amount equal to such proportion of the Advance Payment made under the Scheme as is referable to the terms of the School that (at the relevant time) have yet to commence (**“Residual Balance”**).
6. *Money Laundering and source of funds.* Prior to joining the Scheme, 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. The School reserves the right to reject any applications to join the Scheme from parents who refuse the School's reasonable request to provide such information, or if the School is unable to verify to its satisfaction the parents' identity or their source of funds from the information provided by the parents.
7. *The parents must make additional termly payments to the School for any amounts owed to the School.* The parents, (or those responsible for the payment of Fees under the Parent Contract, if different) must pay to the School the difference between the total amount



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due in respect of the child each term and the amount that has already been prepaid for that term under this Scheme. Differences will arise where, for example, in the School Fees have been increased, or where Specified Charges or other extras are due. Payment of an amount equal to any such difference (plus any applicable taxes) shall be made in accordance with the terms of the Parent Contract.

8. *The number of terms and amount to be covered by the Scheme.* The Scheme may be used to pay in advance the School Fees for a set number of terms during the child's potential time at the School, from a minimum of six (6) terms up to a maximum of fifteen (15) terms. The minimum Advance Payment accepted into the Scheme is Thirty-Six Thousand Pounds (£36,000). Unless agreed with the Bursar in advance, the maximum Advance Payment accepted is an amount equal to that calculated to cover the estimated full School Fees (plus the applicable VAT) for the total expected duration of the child's education at the School at the time of entering the Scheme.
9. *What services can be prepaid?* Parents can only use the Scheme to make prepayments towards the School Fees. Accordingly, the Advance Payment will not cover the Deposit, Specified Charges or other sums due to the School.
10. *How is the Advance Payment calculated?* The Advance Payment payable by the parents is calculated by:
  - a. the School and the parents agreeing in advance the number of terms intended to be covered by the Advance Payment;
  - b. agreeing the amount that will be prepaid each term for the agreed number of terms ("**Prepayment**"); and
  - c. deducting the discount from the Prepayment by applying the applicable discount rate ("**Prepayment Discount**"). The School will apply the discount rate set out in the **Standard Table** at the end of these FIA Terms and Conditions to the amount of the Prepayment and VAT will be added to this total.
11. *The Standard Table and what it illustrate.* The Standard Table illustrates the discounted cost to the parents of prepaying the equivalent of £1,000 per term (excluding VAT) for a child for up to a maximum of fifteen (15) terms as of the 2024/2025 academic year. This is the Standard Table currently in force. The cost of providing other equal Prepayments per term of amounts over £1,000 and the resulting discount can be calculated from this Standard Table. The School does not offer the facility to vary the termly fee Prepayments.
12. *The discount rate.* The Prepayment Discount is calculated by applying the discount rate. The discount rate used in this current Standard Table is 2.00% per annum and is calculated on a compound basis. The Standard Table and discount rate will be reviewed by the School and is subject to change at the School's sole discretion. Parents should confirm the applicable discount rate and Standard Table currently in force before making any Advance Payment. Parents should be aware that if there is a delay of more than seven (7) days between confirming the discount rate currently in force and paying the Advance Payment to the School, the discount rate may have changed. **Once parents have joined**



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**the Scheme and full payment of the relevant Advance Payment is received by the School in freely available, cleared funds, the discount rate at the time of such payment will apply for the duration of the period covered by that payment.** For the avoidance of doubt, the School will only accept payment of the Advance Payment in Pounds Sterling.

13. Eligibility. The School only accepts applications to join the Scheme from parents who have paid the Final Acceptance Fee and submitted the School's Final Acceptance Form. Please note that 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. The School must in all cases receive the Final Acceptance Fee, Final Acceptance Form, and the Advance Payment (plus any applicable taxes) and a signed copy of these FIA Terms and Conditions before the beginning of the first term to be covered by the Advance Payment. For the purposes of the Scheme, terms will be deemed to commence as follows:

Spring Term: 2<sup>nd</sup> January  
Summer Term: 15<sup>th</sup> April  
Autumn Term: 1<sup>st</sup> September

14. Confirmation of participation in the Scheme. Following receipt by the School of the Advance Payment (plus any applicable taxes) in freely available, cleared funds, and a signed copy of these FIA Terms and Conditions, the School will confirm the amount of the Advance Payment received, the number of terms covered by the Advance Payment, the applicable discount rate, and the amount of each Prepayment.
15. 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), if a child leaves the School for any reason prior to the commencement of the last term covered by this Scheme, or does not take up their place at the School, the Residual Balance (plus any applicable taxes if and to the extent that the School has been able to reclaim them) will be refunded (less any amounts owed to the School at the time of the refund, including any fees in lieu of notice) to the parents. If necessary, the applicable Standard Table will be used to calculate the amount of any such refund.
16. What happens if the actual School Fees are lower than the termly Prepayment? If the actual termly School Fees are lower than the termly Prepayments, and this results in the Prepayment exceeding the termly School Fees creating a positive balance, the School shall (at its sole discretion): (i) refund any balance to the parents at the end of the last term covered by the Advance Payment; (ii) deduct the balance from the School Fees for terms after the last term covered by the Advance Payment; or (iii) apply the balance towards any Specified Charges or other sums due to the School. In each scenario, parents will receive the benefit of any reclaim if and to the extent that the School has been able to reclaim any applicable taxes.
17. Refunds to third parties. The School will not pay any refund or sum of money owed to the parents under the Scheme to a third party.



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18. Queries. Queries or requests for information relating to the Scheme or these FIA Terms and Conditions should be addressed to the Director of Finance at the School.
19. Changes to these FIA Terms and Conditions. The School reserves the right to change or add to these FIA Terms and Conditions from time to time for legal or other substantive reasons or in order to assist the proper and efficient running of the Scheme. The School will send the parents notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.
20. VAT. The Advance Payment is exclusive of VAT and any other applicable taxes which shall be payable by the parents to the School in addition. Such VAT or taxes shall be payable by the parents at the same time as the Advance Payment.
21. 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.



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## STANDARD TABLE

### RADLEY COLLEGE FEES IN ADVANCE SCHEME

*Cost of providing the equivalent of £1,000 of fees net of VAT per term for the number of terms funded at a Discount Rate of 2.00 % p.a. (equivalent to 3.33% p.a. for a 40% taxpayer)*

| Number of Terms to be funded | Amount of fees covered (Prepayment Excl VAT) | Total Advance Payment payable by the parents (excl VAT) [F] | Prepayment Discount |
|------------------------------|----------------------------------------------|-------------------------------------------------------------|---------------------|
| 15                           | £15,000                                      | £14,330                                                     | £670                |
| 14                           | £14,000                                      | £13,420                                                     | £580                |
| 13                           | £13,000                                      | £12,500                                                     | £500                |
| 12                           | £12,000                                      | £11,580                                                     | £420                |
| 11                           | £11,000                                      | £10,650                                                     | £350                |
| 10                           | £10,000                                      | £9,710                                                      | £290                |
| 9                            | £9,000                                       | £8,770                                                      | £230                |
| 8                            | £8,000                                       | £7,820                                                      | £180                |
| 7                            | £7,000                                       | £6,860                                                      | £140                |
| 6                            | £6,000                                       | £5,900                                                      | £100                |

Please note the Advance Payment shown above is exclusive of VAT, which shall be payable in addition when the parents join the Scheme.

#### **Example:**

To provide for School Fees of £19,200 (inclusive of VAT) per term for 15 terms, the amount payable would be:

|                                                        |                 |                                                            |
|--------------------------------------------------------|-----------------|------------------------------------------------------------|
| Termly Fees to be prepaid (inclusive of VAT)           | £19,200         |                                                            |
| Less VAT (Fees divided by 1.2, multiplied by 0.2)      | (£3,200)        | Payable to HMRC immediately - no discount will be received |
| Net fee received by the School (N)                     | £16,000         | Eligible for the commutation discount                      |
| Factor applicable for 15 terms from table above (F)    | £14,330         |                                                            |
| Net fee (N) multiplied by factor (F), divided by £1000 | £229,280        | The Advance Payment payable before VAT                     |
| Add: VAT payable                                       | £45,856         | 20% of Net fee above                                       |
| <b>Fees payable in advance</b>                         | <b>£275,136</b> | The gross Advance Fee payable including VAT                |

Subject to the FIA Terms and Conditions.

20 January 2025



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## RADLEY COLLEGE FEES IN ADVANCE SCHEME - APPLICATION FORM AND AGREEMENT

Name of Child .....

Who is \*currently in Year .....

or

\*entered for admission in.....

1. We agree to the conditions set out in the FIA Terms and Conditions of 20 January 2025.
2. We [enclose a cheque for £..... (inclusive of VAT) made payable to Radley College] / [hereby confirm that we have instructed our/my bank to make a direct transfer for £..... (inclusive of VAT) to the following bank account details], on the basis of the current Standard Table annexed:

**Sort code: 60-01-01 Account number 61595071**  
**IBAN GB20NWBK60010161595071**  
**BIC NWBKGB2L**

3. Payment of this sum will prepay £ ..... towards the termly School Fees each term (i.e. the Prepayment) from ..... [term and date] for ..... (No. of) terms in accordance with the FIA Terms and Conditions.

### IMPORTANT – PLEASE READ THIS SECTION CAREFULLY BEFORE SIGNING BELOW.

Before joining the School’s Scheme, please note:

- **Advance Payments paid into the Scheme are non-refundable, except in the circumstances set out in Clause 4 and Clause 15 of the FIA Terms and Conditions;**
- **if the School becomes insolvent or is otherwise unable to pay its debts, parents who have paid in advance will be unsecured creditors and may not therefore receive a refund of any portion of the Advance Payment paid (please see Clause 5 in the FIA Terms and Conditions for more information on this);**
- **parents are responsible for paying to the School the difference between the total amount owed to the School per term and the amount that has already been prepaid for that term under this Scheme (please see Clause 7 in the FIA Terms and Conditions for more information on this);**
- **the Advance Payment is exclusive of VAT and any other applicable taxes, which the parents shall pay to the School in addition; and**
- **parents should take their own legal, tax and financial planning advice if they have any questions or concerns about joining the Scheme.**



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|                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Signature of Parent<br/>(required whoever makes the payment)</p> <p><b>Signed by:</b><br/>.....</p> <p>(signature)<br/>.....</p> <p>(print name)<br/>.....</p> <p>(date)<br/>.....</p> <p>(relationship to child)</p> <p><input type="checkbox"/> Tick here to confirm this signatory has parental responsibility for the child.</p> <p>.....<br/>.....<br/>.....</p> <p>(address)</p> | <p>Signature of Parent<br/>(required whoever makes the payment)</p> <p><b>Signed by:</b><br/>.....</p> <p>(signature)<br/>.....</p> <p>(print name)<br/>.....</p> <p>(date)<br/>.....</p> <p>(relationship to child)</p> <p><input type="checkbox"/> Tick here to confirm this signatory has parental responsibility for the child.</p> <p>.....<br/>.....<br/>.....</p> <p>(address)</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Signature of person making payment (Payer)  
(required if different from Parents)

.....

Relationship to the  
Child .....





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Date.....

Permanent Address:

.....

.....

.....

**Please note** should you require further advice or information please contact:

Julie Fletcher, Director of Finance

Email: [jkf.fletcher@radley.org.uk](mailto:jkf.fletcher@radley.org.uk)

Tel: 01235 543120