United Church Schools Trust

Multi-term Fee Purchase Terms and Conditions

<u>**IMPORTANT**</u> **- No statement made by or on behalf of the School shall be, or be treated as, financial, tax or investment advice. Those parties who enter into this agreement may wish to take their own financial, legal and tax advice before making a payment.**

Words and expressions defined in the school's standard terms and conditions (**'the Parent Contract'**) shall have the same meaning in this Supplemental Agreement.

1. ***Multi-term Fee Payment covers:*** The Parents wish to pay all the day and/or boarding fees payable in respect of the Pupil for [INSERT *the relevant number of academic terms]* commencing [INSERT e.g. 1 *September 2024 until 31 July 2025]* ('the **Period'**)**.** The fees will be charged at the applicable rate at the date of payment together with VAT. The amount paid in advance ('the **Payment**') including the relevant VAT relates only to the day and/or boarding fees (as applicable) in respect of the Pupil and for the Period. If any Payment has been made and the fees generally payable for the Period are subsequently increased, then the Parent shall not be required to pay the amount of the increase for the relevant academic term (subject to clauses 8 and 9 below).
2. ***Contractual matters:*** The terms and conditions of this Supplemental Agreement, together with the Parent Contract, form part of a contract between the Parents and the School. The terms of this Supplemental Agreement will prevail in the event of a conflict or ambiguity with the Parent Contract. This Supplemental Agreement should therefore be read in conjunction with the Parent Contract, in particular the provisions in the Parent Contract regarding notice <u>(Clause 6)</u>, checks on identity and source of funds <u>(Clause 5(m))</u> and the governing law <u>(Clause 13(f))</u>.
3. ***Admission of the Pupil:*** Admission to the School (where the Pupil has not yet entered) and the right to remain at the School are subject to the admission requirements at the time and to satisfactory academic standards and conduct and are subject in all respects to the Parent Contract. If the Payment is made before a pupil joins the school and the school does not offer admission to the Pupil, the School will refund any Payment (without interest). Any refund shall be made to the account from which the Payment was received subject to such checks as the School may reasonably consider necessary to verify and be satisfied as to the details of the account to which the refund is to be made
4. ***Ownership of the Funds:*** The Payment made in accordance with this Supplemental Agreement shall form part of the general funds of the School (save to the extent that it has accounted for any applicable VAT). This Payment is made at a preferential rate due to the multi-term payment and (subject to paragraph 3) is not refundable.
5. ***Any Multi-term Fee Payment covers:*** The Payment relates only to the day and/or boarding fees (as applicable) in respect of the Pupil and for the Period. The Payment meets these fees (together with VAT at the rates in force at the time of payment) in full for the period of education purchased (subject to clause 8 below).

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6. ***The Multi-term Fee Payment will not cover:*** (a) the registration fee; (b) the acceptance deposit; (c) items normally charged to the Pupil's account as supplemental to the fees; (d) any fees in lieu of notice payable for (or in respect of) a term outside the Period; and (e) VAT on any of the foregoing, all of which will be payable in accordance with the Parent Contract and/or required by law.

7. ***No refund of the Multi-term Fee Payment when the Pupil leaves the school:*** If the Pupil leaves the School before the end of the Period then no refund of the Payment will be made except at the absolute discretion of United Learning. Where any such refund is exceptionally agreed, such refund shall be subject to making such checks as the School may reasonably consider necessary to verify and be satisfied as to the details of the account to which the refund is to be made.

8. ***Changes in this Supplemental Agreement:*** The terms of this Supplemental Agreement have been prepared in the light of current legislation. The School reserves the right to change the terms of this, and the terms of any existing advance fee arrangement in place, should this Supplemental Agreement be materially affected due to changes in legislation, including but not limited to changes to tax legislation.

9. ***Taxation:*** The Payment includes VAT (at the current rate) on the fees paid. For the avoidance of doubt, in the event that a change to VAT legislation imposes a VAT charge (or a greater VAT charge) on the supply of educational services, and VAT is payable on any supply to which this Supplemental Agreement relates, the Parents shall promptly pay to the School an amount equal to any VAT (or additional VAT) that is due and the School shall issue an appropriate invoice.