

FEES IN ADVANCE SCHEME

John Lyon School offers parents of children at both the Senior School and Prep School the option to make a payment of all or part of the School fees by means of a lump sum paid in advance. In the current climate, an advanced fee payment may offer secured budgeting and peace of mind.

It should be noted, however, that payment of an advanced fee does not guarantee or assist in obtaining a place in the School, nor does it exempt a parent from payment of the registration fee or the confirmation of acceptance fee.

How does it work?

Lump sum payments will be credited to your tuition fee account and then the cost of termly tuition fees will be deducted from this credit balance. Invoices for extras would be billed separately at the end of each term.

APPLICATIONS

If you would like to make an advance fee payment, please contact the Director of Finance (Mrs Tania Dovey), at tania.dovey@johnlyon.org. She will be pleased to advise you on how to make the advanced fee payment and answer any further questions that you may have.

When making an application, please complete the form provided at the end of this information leaflet and arrange a bank transfer to the School's account.

LIMITATIONS

The answers given in this guide are in accordance with the best information available to the School at the time of publication. In cases of doubt about tax rules and reliefs, parents and others should consult their own professional advisers for confirmation.

QUESTIONS AND ANSWERS:

Who can pay for Advanced fee payments?

Advanced fee payments can be made by parents, grandparents, guardians, or any other person able to help a pupil's education, provided the child has been registered for entry to John Lyon. Payments will be subject to the usual anti-money laundering checks.

Does the Advanced Fee payment have to be in multiples of the termly fee?

No, you can make a lump sum payment for any amount, whether that is a 'round number', a multiple of the current termly fees, or simply an amount that you are able to pay at a particular point in time. The lump sum payment will be credited against the termly fee relevant to each term until it has been fully utilised. From then onwards parents or guardians are responsible for paying the remaining termly balance.

What happens if the School fees increase?

As above, the lump sum payment will be credited against the termly fee relevant to each term until it has been fully utilized, and then parents or guardians are responsible for paying the remaining termly balance.

What happens if a child wins a Scholarship or is awarded a bursary when the advanced fee payment has already been made?

The value of such an award will be credited to the child's fee with the balance being offset by the advance fee payment.

Can advanced fee payments be refunded?

The balance of an advance fee payment will be refunded if a pupil leaves the school or does not take up the place at the School, less an administration charge of £25 and any amounts owed to the School at the time of the refund, including any fees payable to the School in lieu of notice.

What doesn't the advanced fee payment provide?

It does not cover the cost of extras. For example, school trips, insurances, after school clubs etc.

Is the parent subject to Income Tax or Capital Gains Tax on advanced fee payments?

The School strongly recommends that all fee payers take their own tax advice. However, in general, the payment is treated as a payment from taxed income and is not taxed again. Payments made for education are currently wholly exempt from inheritance tax if they are made by the child's parent or person responsible for his/her education and maintenance. Payments made by grandparents and others follow the normal tax inheritance rules, about which you can find out more here: <https://www.gov.uk/inheritance-tax>.

Will this Scheme be affected by the potential imposition of VAT on independent school fees?

The School strongly recommends that all fee payers take their own tax advice. This scheme operates under current VAT rules, with no VAT due on advance payments made under the scheme. Nevertheless, in the event that a change to VAT legislation imposes a VAT charge on school fees and this change impacts payments already made into this Scheme (e.g. through anti-forestalling legislation) it is *possible* that participants of the FIA Scheme would not be protected from the potential change to VAT legislation.

TERMS and CONDITIONS

Set out overleaf are the terms and conditions governing the fees in advance payment scheme which form the basis of an agreement between the School and the parent or guardian concerned where an advance lump sum payment of fees is made.

From a contractual point of view, 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 lump sum payment, if different (e.g. grandparents or any other relative).

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 as holders of the parental responsibility) and these terms and conditions will form part of that relationship.

Basis of the Scheme

A lump sum payment for tuition fees made to the School at or after the acceptance by the parent of an offer of a place for the child at the School will be applied against the amount due in respect of each term's fees until fully utilised.

FEES IN ADVANCE SCHEME

TERMS and CONDITIONS



1. These terms and conditions (the **FIA Scheme Terms and Conditions**) are supplemental to the School's standard terms and conditions that the parents agreed when accepting a place for the child concerned (the **Parent Contract**). As between the parents and the School (excluding the payer, if different), the 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.
2. 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.
3. 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 11 below, lump sums paid to the School into the Scheme are non-refundable and the parents cannot leave the Scheme except in the circumstances set out in Clause 11.
4. The parents should be aware that 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 that the amount of any lump sum payment paid to the School under the Scheme might not be returned to the parents.
5. 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 its satisfaction, to verify the identity of the parents and the source of funds being paid into the Scheme.
6. Those responsible for the fees and supplemental charges under the Parent Contract must meet the difference between the amount per term applied under this Scheme and the total amount due in respect of the child each term. Payment of an amount equal to any such difference shall be made in accordance with the terms of the Parent Contract.
7. The lump sum will be applied against the amount due in respect to each term's fees until fully utilised.
8. Following receipt by it of a lump sum payment in freely available, cleared funds, the School will confirm in writing to the parent the amount of the lump sum payment received and the first term to be covered by the arrangement.
9. An advance lump sum payment will only be accepted in respect of those children for whom a registration fee and deposit have been received by the School and an offer of a place accepted.
10. Notwithstanding Clause 9 above, the payment of an advance lump sum payment in accordance with 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.
11. Subject to the terms of the Parent Contract (including in particular those terms relating to the withdrawal of a child on notice) and Clause 143 of the FIA Scheme Terms and Conditions below, if a child leaves the School for any reason prior to the commencement of the last term covered by the Scheme or does not take up their place at the School, the balance of the lump sum payment made under the Scheme (less a £25 administration fee and any amounts owed to the School at the time of the refund, including any fees payable to the School in lieu of notice) will be refunded to the parents.
12. Without prejudice to Clause 6, the School retains sole discretion as to how and to what extent any subsequent adjustment in the headline level of school fees is to be taken into account in determining the amount of each term's fees that is covered by the lump sum.
13. Subject only to Clause 144 below, the School will not pay any refund or sum of money owed to the parents under the Scheme to a third party. The parents agree to reimburse the School for the amount of any taxes (if any) the School is required to pay as a result of refunding any unapplied portion of the advance lump sum payment.
14. Upon no less than one term's prior written notice and subject to the School's prior approval, the parents may request that an unapplied portion of the advance lump sum payment be transferred between children who are siblings at the School. Where the parent and the payer of the advance lump sum payment are different, both must agree to the transfer in writing.
15. Queries or requests for information regarding the Scheme should be addressed to the Chief Operating Officer at the School.
16. In the event of any change to the School's charitable status, or to any legal or taxation arrangements which have or could reasonably be expected to have an impact on the School's running of the Scheme, or for any other substantive reason, the School reserves the right to make changes to these FIA Scheme Terms and Conditions or the general arrangements of the Scheme with a minimum notice period of three (3) months to the parents.
17. These FIA Terms and Conditions are governed by English Law and either the parents or the School must bring any legal proceedings in respect of these FIA Scheme Terms and Conditions in the English Courts.

FEES IN ADVANCE SCHEME

APPLICATION FORM and AGREEMENT

Name of child	
Pupil number of child	

I/We agree to the conditions set out in the FIA Scheme Terms & Conditions.

I/We hereby confirm that we have instructed my/our bank to make a direct transfer for £_____ to pay for tuition fees to:

NatWest Bank, John Lyon School, Sort code 60-10-10, Account number 37928201
IBAN GB97NWBK60101037928201.

Signature of Parent(s) <i>(required whoever makes the payment)</i>	
Signature:	Signature:
Date:	Date:
Full Name (printed):	Full Name (printed):
Relationship to child:	Relationship to child:
☐ Tick here to confirm this signatory has parental responsibility for the child.	☐ Tick here to confirm this signatory has parental responsibility for the child.
Address:	Address:
Postcode:	Postcode:

Signature of person making the payment (Payer) <i>(required if different from Parents)</i>
Signature:
Name (printed):
Date:
Relationship to child:
Address:
Postcode: