

EMMANUEL CHRISTIAN SCHOOL

TERMS AND CONDITIONS - PAYMENT OF SCHOOL FEES

(Effective from 28th August 2026)

1. Definitions

1.1 **The School** means Emmanuel Christian School.

1.2 **Parents** means any person who has signed the Acceptance Form or who has parental responsibility for the pupil and who is responsible for payment of School Fees.

1.3 **Fees** means tuition fees and any other charges properly levied by the School.

1.4 Parents who sign the Acceptance Form shall be **jointly and severally liable** for all Fees and charges payable to the School.

2. Acceptance of a Place

2.1 By accepting a place at the School, Parents agree to be bound by these Terms and Conditions.

2.2 Liability for Fees continues until:

- Proper notice of withdrawal has been given in accordance with Clause 9; and
- All outstanding Fees and charges have been paid in full.

3. Fee Structure and Payment

3.1 School Fees are charged in **12 equal monthly instalments**.

3.2 Fees are payable **monthly in advance on the 28th day of each month**.

3.3 Each payment covers the **following calendar month of education**.

Example:

- Payment made on **28 August** covers **September**.
- Payment made on **28 September** covers **October**.

3.4 The payment due on **28 August secures the pupil's place for the start of the academic year in September**.

3.5 Fees are payable whether or not the pupil attends the School during the relevant period unless otherwise agreed in writing.

3.6 Payment must be made by **Direct Debit, bank transfer, or other method approved by the School.**

4. Late Payment

4.1 If Fees are not paid by the due date (28th of the month), the following process will apply:

- By **5th of the month** – reminder notice issued.
- By **10th of the month** – formal written demand issued.
- After **14 days from the due date** – interest will begin to accrue.

4.2 The obligation to pay Fees is **not conditional upon attendance, academic progress, or satisfaction with the School's provision.**

5. Interest on Overdue Fees

5.1 If any Fee remains unpaid **14 days after the due date**, interest shall accrue on the outstanding balance.

5.2 Interest shall be charged at:

5% above the Bank of England base rate

5.3 Interest will:

- Be **calculated daily**
- Accrue from the **15th day after the due date**
- Continue until payment is received in full
- Continue whether **before or after judgment**

5.4 The School reserves the right to add **reasonable administrative and recovery costs** incurred in the collection of overdue Fees.

6. Suspension for Non-Payment

6.1 If Fees remain unpaid **30 days after the due date**, the School reserves the right to **suspend the pupil from attending the School.**

6.2 During suspension:

- Fees will continue to accrue.
- The pupil will remain on roll.
- No refund or remission of Fees will be given.

6.3 Suspension for non-payment does not remove liability for Fees.

7. Termination for Non-Payment

7.1 If Fees remain unpaid **45 days after the due date** and no satisfactory payment arrangement has been agreed, the School may **terminate the pupil's place with immediate effect**.

7.2 Upon termination:

- All outstanding Fees become **immediately payable**.
- The School may pursue **legal recovery action**.
- Parents remain liable for Fees in accordance with Clause 9.

8. Legal Recovery

8.1 The School reserves the right to recover unpaid Fees through:

- Debt collection agencies
- Solicitors
- County Court proceedings

8.2 All reasonable **legal and recovery costs** may be added to the outstanding balance.

9. Withdrawal of a Pupil by Parents

9.1 The School budgets and allocates staffing on the basis that each pupil place is filled for the duration of the academic year.

9.2 Where Parents withdraw a pupil during the academic year, the Parents shall remain liable for the payment of Fees **until the earlier of:**

- The end of that academic year; or
- The date on which the School is able to fill the vacated pupil place.

9.3 Fees remain payable **whether or not the pupil attends the School during this period**.

9.4 Parents must give **written notice of withdrawal to the Headteacher**.

9.5 The School will use **reasonable endeavours to fill the vacated place** where possible.

10. Summer Term Withdrawal

10.1 Where a pupil remains enrolled at the School during the academic year and attends the School at any point during the **Summer Term**, the full twelve months' Fees for that academic year shall remain payable regardless of the date on which notice of withdrawal is given.

11. Failure to Attend Without Notice

11.1 Where a pupil ceases to attend the School without formal written notice of withdrawal being given by the Parents, the pupil shall be deemed to remain enrolled at the School.

11.2 All Fees shall remain payable in accordance with these Terms and Conditions until the required withdrawal provisions have been satisfied.

12. Instalment Arrangements

12.1 Any payment plan must be agreed **in writing by the School**.

12.2 Failure to comply with an agreed payment plan will result in the **full outstanding balance becoming immediately due**.

13. No Set-Off

Fees must be paid **in full without deduction, withholding, or set-off** for any reason.

14. Annual Review of Fees

14.1 The School reserves the right to **review and amend the level of Fees annually**.

14.2 Parents will be given **reasonable notice** of any change to Fees.

15. Discretion

15.1 The School reserves the right, at its absolute discretion, to waive all or part of any notice period, interest, or recovery costs.

15.2 Any such waiver must be confirmed **in writing** and shall not constitute a precedent.

16. Governing Law

These Terms and Conditions are governed by the **laws of England and Wales**.

Any dispute shall be subject to the exclusive jurisdiction of the **courts of England and Wales**.