



The Council of The King's School Agreement for Pre-Payment of Fees

Agreement between:

The Council of The King's School of 87 - 129 Pennant Hills Road, North Parramatta ('School')
ABN 24 481 364 152 and

(Parents/Guardian/s')

Recitals:

- a) The Student is enrolled or has been accepted for enrolment at the School.
- b) The Parents/Guardian/s have asked to pre-pay some or all of the School Tuition Fees and or Boarding Fees for the Student and the School has agreed to the pre-payment on the Terms of this Agreement.

Agreement:

1. Definitions:

- '**Boarding Fees**' means the fees normally charged for boarding and does not include other amounts for expenses incurred by or on behalf of the student from time to time.
- '**Enrolment Application**' means the enrolment application seeking admission for the student to the School.
- '**Nominated Person**' means the person or people named in the Schedule.
- '**Pre-paid Fees**' means Tuition Fees and Boarding Fees or either to be pre-paid, as specified in the Schedule.
- '**Pre-payment Date**' means the date specified in the Schedule as the date by which fees must be pre-paid.
- '**Pre-payment Period**' means the number of years for which Tuition Fees and Boarding Fees or either have been pre-paid, as specified in the Schedule.
- '**Student**' means the student nominated in the Schedule.
- '**Tuition Fees**' means fees for tuition only, and does not include other fees or charges that may be payable in accordance with the School's requirements current from time to time.
- '**Usual Fees**' means the fees charged by the School for tuition and boarding for students generally from time to time.



The Council Of The King's School

2. Pre-Payment:

- 2.1 The Parents/Guardian/s can elect to pay 100% of either Tuition and or Boarding Fees from a minimum of three years to a maximum of six years in advance.
- 2.2 Pre-payment of fees up to six years in advance with annual increase capped at 2% per annum.
- 2.3 The Parents/Guardian/s must, on or before the Pre-Payment Date, pay to the School the Pre-paid Fees.
- 2.4 Subject to clause 2.8, the School agrees to accept the Pre-paid Fees in full satisfaction of the obligation of the Parents/Guardian/s to pay the Tuition Fees and Boarding Fees or either as set out in the Schedule for the Student for the Pre-Payment Period.
- 2.5 The Pre-Payment Agreement can only be entered by the parents/guardians that have entered the enrolment contract for the subject student unless the parents (signatories) and the School agree to another party agreeing to make the pre-payment and enter the Agreement.
- 2.6 No interest is payable, in any circumstances, in respect of any Pre-paid Fees under this agreement whether or not those fees are subject to refund under clause 5.
- 2.7 Where in the reasonable opinion of the School, additional Tuition Fees or Boarding Fees or both are necessary to provide for a deficit in the School's income or an increase in the School's expenses either of which has arisen as a result of special or extraordinary circumstances not within the control of the school and which could not reasonably have been anticipated at the Pre-payment Date, additional fees may be imposed.
- 2.8 Where additional fees are imposed in accordance with clause 2.7, the Parents/Guardian/s must pay the additional fees to the School on or before the date on which Usual Fees are required to be paid.
- 2.9 The special or extraordinary circumstances referred to in clause 2.7 Include, but are not limited to, the withdrawal of subsidies or concessions or the imposition of rates or taxes on School property or income.

3. Part-Payment:

- 3.1 Where the Parents/Guardian/s has agreed to only pay the portion of the Tuition Fees or Boarding Fees or both as set out in the Schedule, the Parents/Guardian/s of the Student must pay the outstanding portion at the time the Usual Fees are required to be paid.
- 3.2 If the Parents/Guardian/s have only pre-paid a portion of the Tuition Fees and Boarding Fees or either and the outstanding portion is not paid in accordance with clause 3.1 the Parents/Guardian/s may elect to apply the remaining Pre-Paid Fees to the amount outstanding provided such election is made within seven (7) days of such fees becoming due.

4. Repeating:

- 4.1. If the Student is required to repeat a year by the School or the parents, the Parents/Guardian/s may:
- a) Elect to pay the Usual Fees for the year repeated; or
 - b) Elect to use the Pre-paid Fees for the repeated year.
- 4.2 If the Parents/Guardian/select to use the Pre-paid Fees it is acknowledged by the Parents/Guardian/s that the Usual Fees will need to be paid when the Pre-Paid Fees are exhausted.

5. Repayment:

- 5.1 If:
- a) The Student does not attend the school or leaves the School before the end of the Pre-payment Period; and
 - b) The Parents/Guardian/s give the School the notice required under the Enrolment Application,

The School must refund to the Nominated Person (if more than one in equal shares) 90% of that part of the total fees pre-paid in respect of the unexpired part of the Prepayment Period ('Refund').

- 5.2 If the Student does not attend the School or leaves the School before the end of the Pre-Payment Period, but the Parents or Parents/Guardian/s fail to give the notice required under the Enrolment Application, the School must make a Refund but may deduct from the Refund an amount for the period of notice that should have been given (calculated by reference to the then current Usual Fee).
- 5.3 If the School requires the Student to leave the School, the School must make a refund as though the Parents/Guardian/s had given the required notice under the Enrolment Application.

5.4 If the Student leaves the School as a result of illness, misadventure or death, the School may in its discretion provide a refund of the fees in accordance with clause 5.1 but without any deduction.

5.5 The Parents/Guardian/s irrevocably directs the school to make any refund due under this clause to the Nominated Person, or the Nominated Person's estate or legal personal representative, as the case may be.

6. Acknowledgement:

The Parents/Guardian/s acknowledge that where the Student has not commenced his enrolment that changed circumstances not foreseen at the date of this Agreement may result in them not wishing to take up the place for the Student and that they accept this risk.

Schedule:

Student: _____

Tuition Fees:

Pre-Payment Years	Amount Pre-Paid \$
20	
20	
20	
20	
20	
20	
Total Pre-Paid Fees	

Boarding Fees:

Pre-Payment Years	Amount Pre-Paid \$
20	
20	
20	
20	
20	
20	
Total Pre-Paid Fees	

Pre-Payment Date: _____

Nominated Person/s:
Name: _____

Address: _____

Name: _____

Address: _____

Executed as an Agreement:

Signed: _____

Name (please print): _____

Date: _____

Signed: _____

Name (please print): _____

Date: _____

Signed for and on behalf of The Council of The King's School by:

Signed: _____

Name (please print): _____

Date: _____

In the presence of:

Signed: _____

Name (please print): _____

Date: _____