



Payment Policy

This Payment Policy ("Policy") governs all financial transactions between Mighty Minds CIC ("the Company") and the Client ("you" or "the Client") for the provision of home education services and qualifications. By enrolling in our services, you acknowledge and agree to the terms and conditions outlined in this document.

1. Payment Terms

- **Upfront Payment Requirement:**
All fees for home education services must be paid upfront. You may choose to make a payment on an **annual** or **termly** basis, as outlined below:
 - **Annual Payment:** A full payment for the entire academic year is due prior to the commencement of the academic year. Payment must be received in full before the start of the first term.
 - **Termly Payment:** Payment for each term must be made in full prior to the commencement of the respective term.
- **Invoice Details:** The Company will issue an invoice that specifies the amount due, including the breakdown of fees for the services provided, and the due date for payment. It is your responsibility to ensure that payment is made by the due date to avoid late charges.

2. Late Payment Charges

- **Daily Late Fee:**
If payment is not received by the due date specified on the invoice, a **late payment charge of £10.00 per day** will be applied to any outstanding balance. This daily charge will continue to accrue until the overdue balance is paid in full.
- **Reminder and Follow-Up:**
If the payment remains outstanding for 7 days after the due date, a reminder

notice will be sent. If the balance is still not settled within 14 days, the account may be subject to further actions and administrative costs.

- **Debt Collection Agency Referral:**

If payment is not received within 21 days of the invoice due date, the Company reserves the right to refer the outstanding debt to a **debt collection agency** for further recovery actions. This may include additional administrative fees charged by the agency, which will be added to the amount owed.

- **Credit Reporting:** In cases of non-payment, the Company may report the outstanding debt to credit agencies, which could negatively impact your credit rating and future access to financial services.

- **Legal Action:** If necessary, the Company reserves the right to pursue legal action to recover any unpaid fees, which could result in additional legal costs being added to your outstanding balance.

3. Payment Methods

- The Company accepts payments through the following methods:

- Bank transfer

- PayPal (The Paypal Fee will be added in addition to the invoice balance)

- When making a payment, please ensure you reference the **invoice number** or the **student's name** to ensure that the payment is correctly attributed to your account.

- The Client is responsible for ensuring that the full payment is received by the due date. Payments that are delayed due to banking or technical errors will still be subject to the late payment charges if the due date has passed.

4. Refunds and Cancellations

- **Non-Refundable Payments:**

All payments made for our home education services are non-refundable except in the following circumstances:

- If the Company cancels services due to reasons beyond your control, such as significant changes in staffing or business closure.

- **Client-Initiated Cancellations:**

Should you decide to cancel the services provided, a notice of cancellation must be given in writing to the Company. The Company will then assess whether a refund of unused fees is applicable, which will be provided on a case-by-case basis. A £100 administration fee will also be deducted from the balance. Please note that cancellations are only accepted before the start of the trial or term, after the sessions have started, no refunds will be issued.

- **No-Refund Policy for Non-Payment:**

If the Client fails to make payment in full by the due date, any cancellation request will not entitle the Client to a refund, regardless of the circumstances.

5. Non-Payment and Suspension of Services

- **Suspension of Services:**

The Company reserves the right to **suspend** all educational services in the event of non-payment. This includes but is not limited to any tutoring sessions, access to learning materials, or assessments.

- **Re-enrollment Following Suspension:**

In the event of suspension, the Client may be required to pay the outstanding balance in full, as well as any additional late fees, before services can be resumed. If the debt remains unpaid for an extended period, re-enrollment may be contingent upon full payment and may require prepayment for the the full academic year.

- **Termination of Services:**

If payment is not received by the due date, the Company reserves the right to **terminate** the educational provision, and all future services will be ceased. The Client will remain liable for any outstanding payments and fees incurred, including legal and debt collection charges.

6. Debt Collection and Legal Action

- **Engagement of Debt Collection Services:**

In cases of non-payment, the Company may engage a **debt collection agency** to pursue the outstanding balance. The Client agrees to cover any additional costs related to the collection of the debt, including but not limited to agency fees, legal fees, and court costs.

- **Legal Consequences:**

If the debt collection process does not result in payment, the Company may initiate **legal proceedings** to recover the outstanding amounts. This could result in additional costs being incurred, which will be added to the Client's balance. The Client also understands that any unresolved debt could result in a court judgment against them, potentially leading to further financial and legal consequences.

- **Credit Report Impact:**

Non-payment may also lead to negative reports to credit agencies, which can affect the Client's ability to obtain credit or loans in the future. The Client acknowledges that this could have long-term financial repercussions.

7. Disputes

- If you believe there is an error with the invoice or any aspect of the charges, please contact us immediately at finance@mighty-minds.org. We will review the matter and aim to resolve any issues as quickly as possible. Any disputes regarding the payment or charges must be raised within 10 days from the date of the invoice. Failure to do so will imply acceptance of the invoice as correct.

By registering or submitting payment for services, you acknowledge and accept the terms outlined in this Payment Policy. Mighty Minds CIC reserves the right to amend this policy at any time, with changes being communicated to the Client.

Effective Date: 01/09/2024

Review Date: 01/09/2025

Policy Signed: CW, LB, JBD