

Agreement for the Payment of Tuition Fees by Direct Debit

NEST Use Only

PLEASE COMPLETE USING BLOCK CAPITALS AND BLUE OR BLACK INK Issue 3.9													.1/07	7081	9																			
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	FUITION FEES	Subsequent Monthly Payment \pounds						£	to be take							n on the			1st 15th			of the subject	of the month (delete of subject to change under paragrap						day as appropriate) ph 10 of this agreement					
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	PRIVACY NOTICE	In order to receive Our services, We use the information recorded in this agreement together with additional personal information gathered directly from You and/or the Student(s) from time to time. This personal information is stored within an online management portal which is operated and administered by NEST Management Limited (NEST). This makes Us a Data Controller of personal information belonging to You and/or the Student(s). If You choose to opt in to receive updates from Us, We will also use Your personal data to inform You of other services and events which You and/or the Student(s) may be interested in. NEST collect and process payments for Tuition Fees by Direct Debit. NEST gather and use the information recorded within this agreement and the Direct Debit instructions to create a record on NEST's system that identifies You and the Student (if different). NEST collect this information for the purposes of setting up, collecting and administering the Direct Debit. This also makes NEST a Data Controller of Your personal information. If You have any questions regarding how We or NEST handle Your personal data, or, if You wish to exercise Your legal rights in respect of the personal data We or NEST hold, then please contact Us or NEST directly using the contact details set out in this agreement. Further information on how We and NEST handle personal data can be found within the Privacy Policies on Our respective websites or available in writing on request.																																
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		I agree to pay the monthly Tuition Fees as set above and to the additional terms & conditions as set out on the pink carbon copy of this agreement. I also confirm that in accordance with paragraph 15 of the terms & conditions, I will give one calendar month's written notice to terminate this agreement.																																
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6		Please confirm if You would like Us to contact You by email or text about promotions, special offers, news and other events that may be of interest to You and/or the Student(s).																																
NEST Management Limited Instruction to your Bank or Building Society to pay by Direct Debit Please fill in the form and send to: NEST Management Ltd, Unit 3.2, Wilford Business Park, Ruddington Lane, Nottingham NG11 7EP. Image: Content of the second se																																		
Name and full address of your Bank or Building Society Service User Number To The Manager Bank/Building Society																																		
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Name of account holder(s)														Instruction to your Bank or Building Society Please pay NEST Management Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with NEST Management Ltd and, if so, details will be passed electronically to my Bank or Building Society.																				
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7. This is a legally binding agreement between (1) Us, (2) You and (3) NEST.

- 8. We have agreed to teach the Student(s) the tuition subject as agreed, and You have agreed to pay the Tuition Fees for such tuition. NEST is Our agent responsible for the administration and collection of Tuition Fees and will collect Tuition Fees monthly in advance on Our behalf by Direct Debit. NEST also acts as Our agent for the service of any notice to cancel or suspend this agreement in accordance with paragraphs 14 to 19 below.
- 9. By signing this agreement and the Direct Debit mandate form, You agree to pay to Us the Tuition Fees, and instruct NEST to collect the Tuition Fees by Direct Debit from Your Bank Account in accordance with this agreement.
- 10. We may amend Tuition Fees from time to time. You will be notified in writing by NEST at least 10 working days before any such amended Tuition Fees are taken by Direct Debit from Your bank account by NEST.
- 11. Tuition Fees are due to be paid and will be collected by Direct Debit from Your bank account by NEST on each Payment Date set out in paragraph 3 overleaf. If any Student fails to attend any tuition class Tuition Fees remain payable, and no refund will be given in respect of any Tuition Fees relating to tuition classes that a Student has not attended.
- 12. We may agree with You from time to time for other fees (other than Tuition Fees) to be charged and such fees will be collected by NEST by Direct Debit from Your bank account on a Payment Date. You will be notified in writing by NEST at least 10 working days before any such other fees are taken by Direct Debit from Your bank account by NEST.
- 13. If a Student suffers a temporary injury or illness which a doctor or other appropriate medical practitioner certifies as meaning that the Student is temporarily unable to take part in tuition as agreed payment of Tuition Fees for that Student will be suspended on the date that such a certification is received by NEST until the expiry of such temporary injury or illness as so certified, and You will not be liable to pay any Tuition Fees for that Student during the period of such suspension.
- 14. This agreement shall commence on the date that it is signed by You, and shall continue until it is cancelled by You, Us or NEST in one of the ways set out in paragraphs 15 to 19 below.
- 15. You may cancel this agreement in relation to all or certain of the Student(s) by giving NEST not less than one full calendar month's notice of Your intention to cancel. This means that once You have given a cancellation notice You will remain liable to pay Tuition Fees (for such Student(s)) for the calendar month in which notice is given and for all of the next following calendar month.
- 16. If a Student dies this agreement will be cancelled (so far as it relates to that Student) on the date of death, and subject to NEST being notified of such death You will not be liable to pay any Tuition Fees (for such Student) following the date of death.
- 17. If a Student suffers a permanent injury or illness which a doctor or other appropriate medical practitioner certifies as meaning that Student is permanently unable to take part in the tuition this agreement will be cancelled (so far as it relates to that Student) on the date that such certification is received by NEST, and You will not be liable to pay any Tuition Fees (for such Student) following such cancellation date.
- 18. If You fail to pay any Tuition Fees or other fees on the relevant Payment Date in relation to all or certain of the Student(s), NEST may cancel this agreement by giving You not less than one full calendar month's notice of its intention to cancel. This means that once NEST have given You a cancellation notice You will remain liable to pay Tuition Fees (for such Student(s)) for the calendar month in which notice is given and for all of the next following calendar month.
- 19. We or NEST may cancel this agreement at any time by giving not less than one calendar month's written notice to You. You will remain liable to pay Tuition Fees until the expiry of such notice. This means that once We or NEST have given You a cancellation notice You will remain liable to pay Tuition Fees for the calendar month in which notice is given and for all of the next following calendar month.
- 20. You may at any time in accordance with the Direct Debit Guarantee cancel Your Direct Debit instruction to NEST. If You do this before You have cancelled this agreement in accordance with paragraphs 15 to 19 above You will remain liable to continue paying Tuition Fees and other fees You have agreed to pay under paragraph 12 until such time as You have cancelled this agreement in accordance with paragraphs 15 to 19.
- 21. If You have any questions regarding NEST's use of Your personal data, or You wish to serve notice on NEST to cancel or suspend this agreement, You may contact NEST by any of the following methods: telephoning NEST on +44 (0)115 945 5030; emailing NEST on enquiries@nestmanagement.co.uk or writing to NEST at Unit 3.2 Wilford Business Park, Ruddington Lane, Nottingham, NG11 7EP. A copy of NEST's Privacy Policy is also available at www.nestmanagement.co.uk.
- 22. We or NEST may serve a notice on You to cancel this agreement by emailing You or writing to You at Your email address / postal address set out in paragraph 2 overleaf or any alternative address provided to Us or NEST by You from time to time. Any such notice will be effective when the email has been sent by Us or NEST.
- 23. NEST Management Ltd is authorised and regulated by the Financial Conduct Authority (registration no. 765747) for the provision of payment services and at Companies House with registration no: 03928678.

(This guarantee should be retained by the Payer)

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit, NEST Management Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request NEST Management Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by NEST Management Limited or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society

- If you receive a refund you are not entitled to, you must pay it back when NEST Management Limited asks you to.

• You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.