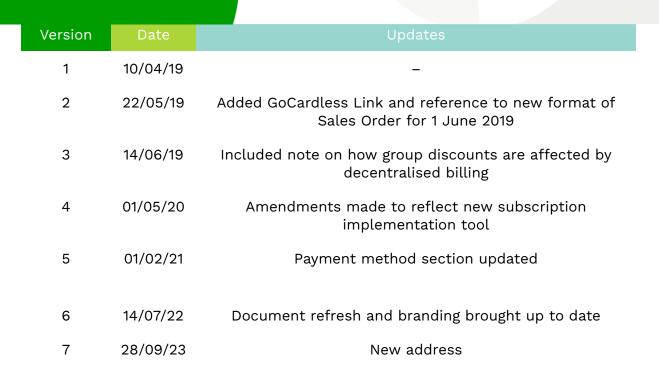


Arbor MIS Billing Guide For Schools & MATs

How we bill and how you can pay







Produced by Arbor Education Partners Ltd. for use with Arbor School and Group MIS.

Please check our Help Centre to ensure you are using the most up to date manual possible.

If your MIS is not behaving as expected, and you cannot find a solution in the Help Centre, contact your Arbor Champion, the designated Arbor expert in your school.

Contents

| Billing information | 3 |
|--|----|
| How your annual MIS license is priced | 4 |
| Billing frequency | 4 |
| Available payment methods | 5 |
| By bank transfer | 5 |
| By direct debit | 5 |
| By cheque | 5 |
| Additional Fees | 5 |
| SMS messages | 5 |
| Payment processing fees | 5 |
| Changes to your subscription and Training | 6 |
| Changes in Subscription Dates | 6 |
| Training Expenses | 6 |
| Change Requests | 7 |
| How to change or upgrade subscriptions and/or services | 7 |
| Group Discounts | 9 |
| Need any more help? | 11 |



Billing information

You need to pay the bill for your Arbor MIS license every year in order to continue using the service. This document should help you understand how your bill is worked out in more detail, and options on how to pay it.

How your annual MIS license is priced

Your MIS license fee is made up of two numbers added together:

- A per-school fee, based on your school phase
- A per-student fee, which can change every year based on pupil numbers and whether you have changed your Arbor product package

Discounts may be applied to these fees depending on the commercial terms of your contract e.g. purchase via a framework.

You may also have fees to pay related to training, SMS charges, and other services. Fees do not include VAT.

Fees will rise annually in line with inflation, measured using the UK RPIX rate. Due to our unique shareholders' agreement and social commitments, we limit the dividends we pay out to directors and are pledged to offer our products at a fair market price. This means you can always be certain that what you pay us is being invested back into the system, meaning you will get more value for money each year. More information on RPIX can be found here.

Billing frequency

- Invoices for MIS licenses will be issued up to 60 days before your MIS subscription starts, and are due 30 days from the invoice date. If your preferred payment method is direct debit, your invoice will be raised on the day your subscription goes live/renews.
- **Invoices for services** (like training or project management) are issued when ordered unless otherwise agreed. They are due no later than 30 days after being issued, or before the service is delivered whichever is earliest.



- Invoices for setup fees and other upfront training (like MIS migration) are billed on your first invoice, although we may issue a separate invoice early if there is work expected before your go live date.
- All billing is in advance.
- Payments by direct debit are taken on the day of the subscription start or renewal dates.

Available payment methods

By direct debit

There is a secure link to sign up to GoCardless in the emails that your invoice arrives with, which is live for five days. If this time has expired, you may also email accounts@arbor-education.com to request a new link be sent.

If you pay by direct debit, you'll receive an email from our GoCardless system detailing the amount you will be debited seven days before you are charged. Payment will be requested on your start/renewal date with an invoice also being issued on this day as well.

By bank transfer

Arbor Education Partners Ltd Account No. 23400247 Sort Code: 20-92-60

By cheque

Arbor Education Partners Ltd 13 Freeland Park Wareham Road Lytchett Matravers Poole BH16 6FH



Additional Fees

SMS messages

- 4.5p/message pay as you go, 4p/message for a bundle of 50,000 and 3.5p/message for a bundle of 100,000. Purchase in-app
- Arbor reserves the right to change prices if wholesale or currency prices for SMS vary by more than 5%
- All texts are purchased for via the Arbor Communications Module as required
- Manual processing fees are applied for large SMS bundles when they're split across multiple schools

Payment processing fees for meals and trips

- There are no fees for subscribing to Stripe, the payment provider Arbor uses behind the scenes
- Stripe charges 1.275% charge per payment there's no markup or add-on cost

Changes to your subscription and training

Changes in Subscription Dates

The MIS subscription start dates in your signed Arbor License Agreement (**Section B of your Sales Order**) are binding on both parties. If you desire an earlier subscription start date, Arbor will facilitate this subject to available resources. Note that this may alter your annual renewal point.

If you choose to delay your subscription start date, this will be reviewed on a case-by-case basis due to capacity and it will only be possible if Arbor is notified in advance of the subscription activation. In terms of invoices, if these have already been



issued, payment must be made within the payment terms and a full/partial credit note will subsequently be issued once the delay has been approved.

If your migration date is changed <u>by you</u> after work has begun to prepare for your migration, we reserve the right to charge a small administration fee of £250 ex. VAT for each change.

Training Expenses

All training must be booked and used within 12 months of purchase after which time it will expire.

Our travel costs are included in the on-site training services that you purchase, so you don't have to worry about surprise costs! However, Arbor reserves the right to charge for travel and related expenses when a training package which is normally delivered remotely is requested to happen on-site, or when training visits are re-scheduled within three weeks ahead of scheduled delivery.

Further, customers must contact us before 5pm on the day before the training session if they wish to cancel/postpone. If they do not do this and miss the session or need to reschedule at the last minute they will still be charged.

Project and Programme Management

As with training, all Project and Programme Management Services must be booked and used within 12 months of purchase.

Change Requests

Your contract describes the first service subscription that you made with Arbor. Any changes to the subscription service will be captured in Change Requests as addendums to the Contract. This means that everything you signed in your first contract is still there, and any additional modules or MIS upgrades you want to make will be added on to that first contract rather than replacing it. You will get an email confirmation of these changes which serve as backup and can request a full statement of subscriptions at any time.



How to change or upgrade subscriptions and/or services

If you would like to upgrade your package via Change Request or discuss training options, please contact your Account Manager. They'll walk you through the available packages, or Arbor's additional modules and the third party products you could replace with them, and help you choose the one that's right for your needs.

How to remove subscriptions or services

If you would like to remove something from your package via Change Request, please contact your Account Manager. We understand that changes occur and will try to accommodate them where fair and practical to do so.

How we calculate your student numbers

Student numbers for your first invoice are based on:

- The source of pupil data which will be GIAS in nearly all cases
- Given at to us at the point you decide to join Arbor

At each subsequent annual renewal point, we will add or subtract from your next invoice based on your actual usage from the previous period. We'll credit as well as debit if the number has changed. This means over the life of your contract with us, you'll pay exactly the right amount, even if year on year the numbers are misaligned.

So, your first invoice will be based on the GIAS figures for your current student numbers for the first billing period, and then your first renewal invoice will be based on your actual pupil numbers 'high-water mark' from the first year. This information is taken directly from your MIS.

This is similar to the way utility bills work, which have to be an estimate until you leave and give a meter reading - though we hope our bills aren't as complicated, and we don't need to come out to check under the stairs!

Here's an example as to how it may work for a subscription running from 1 September to 31 August each year.



- Your Year 1 would charge you for the number of students that are on GIAS. Let's say this is 300 students
- But during the year, the maximum or high water mark was in February and was only 290 students
- In that case, your Year 2 invoice would include a credit for 10 students, making sure that you received credit for the overcharge on Year 1. It would also include charges for Year 2, based on the high water mark from the previous year so in this example it would be 290

Group Discounts

If the contracting party is a Group with 3 or more schools, like a MAT, a group discount may apply.

Group discounts are for MIS license subscriptions only. At the signature date, your Group's discount will be calculated based on the number of schools referenced in the signed Arbor License Agreement (**Section A of your sales order** for agreements signed from 1 June 2019). 60 days prior to your MIS subscription being renewed, the number of schools will again be assessed, and your discount will be adjusted upwards or downwards as needed.

The discount only applies to invoices billed centrally to the Operator/Parent company.

Note that size calculations exclude the Operator/Parent company.

For the Perform discount to apply, all schools must be using Arbor Perform. This is our fullest product package, which includes Payments, Interventions, Formative Tracking, and Meals in addition to other MIS modules.

Need any more help?

For General enquiries please email myteam@arbor-education.com

For all invoice related queries please email billing@arbor-education.com

8th Floor Hylo



103, 105 Bunhill Row,

London,

EC1Y 8LZ