



Guide to Billing Schools and MATs

How we bill and how to pay

Version	Date	Updates
1	10/04/19	The source of pupil data
2	22/05/19	Added GoCardless Link and reference to new format of Sales Order for 1 June 2019
3	14/06/19	Included note on how group discounts are affected by decentralised billing
4	01/05/20	Amendments made to reflect new subscription implementation tool
5	01/02/21	Payment method section updated
6	14/07/22	Document refresh and branding brought up to date
7	28/09/23	New address
8	3/7/24	Updated in line with updated Master Terms and Conditions

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	4
Billing frequency and payment terms	4
Invoice consolidation	4
Purchase order reference	5
Changes to pricing	5
How your annual MIS Licence is priced	5
Available payment methods	5
By direct debit	5
By bank transfer	6
By cheque	6
Changes to your MIS Service	6
Change orders	6
Changes in licence dates	6
How to change or upgrade subscriptions and/or Services	7
How to remove subscriptions or Services	7
Renewals	7
Training, project and programme management	8
How we calculate your pupil numbers	8
Group Discounts	10
Need any more help?	10

Billing information

Any capitalised terms not defined herein will have the same definitions as set out in the Arbor Master SaaS Terms and Conditions (the “Master Terms”).

All invoices are issued in advance. For any Contracts spanning multiple years, each period is invoiced annually in advance.

You need to pay your invoices to continue using all Services, in line with our Master Terms. This document should help you understand how your invoice is worked out in more detail, and how to pay it.

Billing frequency and payment terms

The Fees stated in the commercial terms on your Sales Order do not include VAT. Your invoice will show prices before VAT (matching your Sales Order), a total excluding VAT, VAT and then a total inclusive of VAT or any other local taxes, which needs to be paid. The unit price on your invoice has been rounded to two decimal places for display.

Invoices are issued up to 30 days in advance of the Service Start Date. Payment terms are 30 days from the invoice date. If the Service spans multiple years, the Service Start Date is shown on separate lines in your Sales Order for each year.

If your preferred payment method is direct debit, your invoice will be raised on the day your Service goes live or renews.

All Professional Services (including setup fees) are invoiced 30 days in advance of the Service Start Date listed on the Sales Order for that particular service.

SMS bundles or top ups are invoiced immediately as soon as the Sales Order is placed, and can also be bought online using a credit or debit card.

Invoice consolidation

We consolidate our Services on the same invoice to you based on:

- 1) The customer that signed the contract with Arbor (for example, if a MAT orders three services for three schools, the MAT will be invoiced directly for all three)
- 2) The Service Start Date (for example, all Services starting on 1 September 2024 on the signed contract will be on the same invoice)
- 3) The purchase order reference provided by you (if relevant).

Purchase order reference

If you require a purchase order reference on your invoice, please let us know as part of the contracting process, or as soon as possible via accounts@arbor-education.com.

Changes to pricing

The prices quoted in the Sales Order may change during the contract duration for the following reasons:

Inflation

Annual fees may increase in line with the average monthly Retail Price Index (RPI) in the preceding 12 months or 4%, whichever is higher in the second Contract Year of your Service, or on renewal of your Service.

Third party supplier costs

For any Services we provide from third party suppliers (for example, SMS charges, Payment Services or access to additional software licences), if the costs to Arbor increase, we may pass on these additional costs to you on the invoice.

Pupil numbers

Fees for Services sold on a per pupil basis are also subject to change - please see further information in section "[How we calculate your pupil numbers](#)" below.

How your annual MIS Licence fee is calculated

Your MIS Licence Fee includes a minimum of two elements for each school:

- A per-school base fee for your school phase (for example, primary, secondary, special, 6th form or MAT)
- A per-pupil fee for a particular product package, which can change based on pupil numbers.

Available payment methods

By direct debit

Direct Debit payments allow you to pay on the day, rather than in advance, and to pay on time so there's no risk to continuity of service. The Direct Debit Guarantee applies to all Direct Debit payments. It protects you in the rare event there's an error in the set up or collection of your Direct Debit, for instance, if a payment is taken on the incorrect date, or it's for the wrong amount. The Guarantee only protects your Direct Debit payments.

As a result, Direct Debit is our and our customers' preferred method of payment.

Please email accounts@arbor-education.com and we will set this up with you via GoCardless.

If you choose to 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. We will request payment on your start/renewal date, with an invoice also being issued on this day as well.

By bank transfer

Unless otherwise stated in your Sales Order, bank transfers can be made to:
Arbor Education Partners Ltd
Account No. 23400247
Sort Code: 20-92-60

Ref: Please use the Invoice reference no.

By cheque

Arbor Education Partners Ltd

13 Freeland Park
Wareham Road
Lytchett Matravers
Poole BH16 6FH
Ref: Please use the invoice reference no.

Changes to your MIS Service

Change orders

Your Sales Order describes the Services that you order from Arbor. Any changes to the Services, as listed below, will be captured in a Change Order by way of a signed contract amendment to the relevant Sales Order. This means that it will be easy to track the changes to your order, as any additional modules or MIS upgrades you may want to make to the relevant Service will be clearly documented along with any changes in Fees as applicable, all signed off by you.

Changes in start dates

Your MIS Service Start Dates are in Section B of your signed Sales Order and are binding on both parties. Any changes to these dates are subject to a signed contract amendment. If you require an earlier start date, Arbor will facilitate this, subject to available resources.

If you decide to delay your MIS Start Date, you will need to let us know as soon as possible and not later than the original agreed date. We will review on a case-by-case basis to determine whether we can accommodate your changes. Changes to your MIS Service Start Date will only be possible if Arbor has not already started any work on your Service activation. For more information, please see -> [Arbor migration](#)

If the Service has already been invoiced in line with our terms, payment is still due within the payment terms and a full or partial credit note will subsequently be issued once the delay has been approved by us. If a Service Start Date is delayed, the whole Licence Period would remain the same, but with a later end date.

Should you fail to notify us of a change to the agreed Service Start Date and we have already begun working on your Service activation prior to your notification, then we reserve the right to charge an administration fee for each such change that we may accept.

Invoices are raised annually based on the Service Start Dates. When such dates are changed, it is important to reflect the changes in a Change Order otherwise you will continue to be billed on the 'old' start and end dates. For example, if a subscription was meant to go from 1 September 2024 - 31 August 2025, and the service was delayed to 1 January 2025, then the Change Order should show the new end date of 31 December 2025. However, if the subscription has not been so amended to 31 December 2025, our billing system will flag the old contract renewal date (and next invoice date) as 1 September.

How to change or upgrade subscriptions and/or Services

If you would like to upgrade your package 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, and help you choose the one that's right for your needs.

Whenever possible, Arbor will accept changes to subscriptions that simplify billing.

If you do not know your Account Manager's contact details, then please contact us at accountmanagers@arbor-education.com

How to remove subscriptions or Services

If you would like to remove something from your package, this will have to be done via a Change Order and you should contact your Account Manager. Under the terms of our Contract, our Fees are non-cancelable, but we understand that changes occur and we will try to accommodate them where fair and practical to do so.

Renewals

Unless otherwise agreed between us in the Sales Order, you should note that under the standard terms, our Services will automatically renew for twelve (12) months, unless you give us prior written notice of ninety (90) days to expire at the end of your Service's Licence Period.

Training and Professional Services

All Training and Professional Services (e.g. project and programme management, consulting or one-off services) must be booked and used within 12 months of purchase after which time such services 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 take place on-site, or when training visits are re-scheduled within three weeks of the scheduled delivery.

Customers must contact us before midday 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 for the full cost of the training.

How we calculate your pupil numbers

To help explain how variations to fees based on pupil numbers may be relevant, we have included an explanation below:

First Invoice - Contract Year 1

Pupil numbers for your first invoice are based on:

- The numbers provided by you to us at the point you entered into your Contract with Arbor and that we agreed to; or
- The latest pupil number from the school census, published on the Get Information about Schools website: <https://get-information-schools.service.gov.uk/>

Second and subsequent Invoices - Contract Year 2 and thereafter

The pupil numbers in the current year contract are reviewed annually against your pupil data in GIAS - published in October each year.

Pupil number changes will only be applied to your invoice for the following year - i.e. we will not retrospectively use those changes to invoice you for any underpayments (for increases), or give you credit (for any decreases) for the previous year, but instead they will kick in only for the year ahead **subject to a 25% variation threshold.**

You will no longer see adjustments on every invoice for every school, which will simplify invoice reviews and save time for all parties.

For the second year of the Contract, we would look at the pupil numbers stated in the Sales Order and compare this to your school in GIAS. If there is more than a 25% variation in your pupil numbers between those two sets of figures, then your second year's invoice will be calculated based on the new GIAS numbers. If the rate of change is less than 25%, then there will be no change made to your pupil numbers, and your Contract Year 2 invoice will remain the same as the previous year's invoice.

If your pupil numbers have decreased by more than 25% since Contract Year 1 - we will issue future invoices at reduced Fees calculated on the lower numbers.

If your pupil numbers have increased by more than 25% since Contract Year 1 - additional Fees will be payable by you for future periods and the new invoice will take into account the additional pupils.

If the rate of variation is below 25% - this is deemed immaterial and any such changes below this threshold will not be adjusted for future periods. This means your invoiced amount for the second year (or any subsequent year as the case may be) will remain the same as the previous year's Fees.

This process will happen every year in your Contract. On renewal, GIAS figures will be taken.

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

- Contract Year 1 invoice - we would charge you for the number of pupils that you have provided and/or from GIAS. Let's say this is 300 pupils
- During the year, your actual pupil numbers may fluctuate.
- Contract Year 2 invoice:
 - We look at the latest GIAS data for your school and note it's gone down to 220. As the reduction in pupils has varied by more than 25% compared to the previous figure of 300 - your second year invoice would accordingly be based on the lower 220 pupils no. and your Fees would thereby be lower to reflect that change.

- If however, the pupil number has gone up to 380 - as the variation is more than 25% compared to the previous year's figure of 300, you will be invoiced for higher Fees in the Contract Year 2 invoice based on the increased no. of pupils.
- If however the change in no. of pupils is limited to less than 25% - e.g. it falls between the range of 225 and 375 pupils - there will be no change to your Contract Year 2 invoice and you will be charged the same amount as the previous year's figure of 300.

Group Discounts

If the contracting party is a group with three or more schools (like a MAT), a group discount may apply.

Group discounts apply only to the Licence Fees for the MIS System (and not to any other Services e.g. Training or Professional Services). At the Start Date of your Contract, your group's discount will be calculated based on the number of schools referenced in Section A of your signed Sales Order.

On renewal of your MIS Licence subscription or if your Contract is upgraded, the number of schools will again be assessed, and your discount will be adjusted upwards or downwards as needed going forward from that date.

The discount only applies to invoices billed centrally to the operator/parent company. This discount is not available if schools are contracting with Arbor separately. Schools must be on the same invoice to the parent to qualify for this discount.

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**](mailto:myteam@arbor-education.com)

For all invoice-related queries please email [**accounts@arbor-education.com**](mailto:accounts@arbor-education.com)