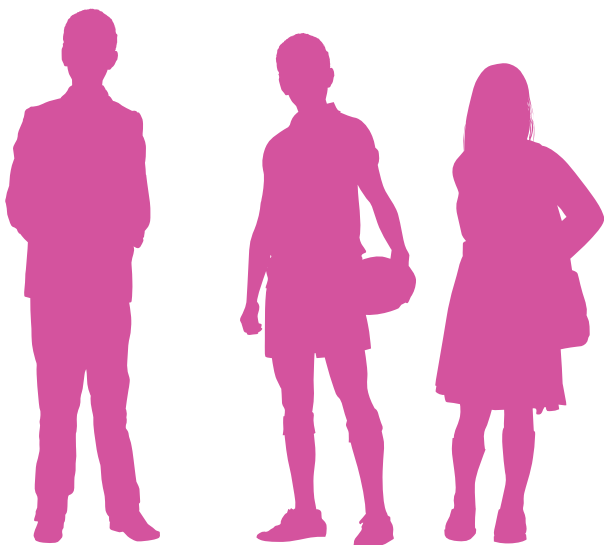


# Malvern St James

## Fees Refund Scheme

**Secure a Refund if Your Child is off School due to Illness or Injury**

Effective from Winter Term September 2023



ref: 30396252/2023

# FEES REFUND SCHEME

Having to pay for something you aren't using is frustrating. So if your child is forced to miss school for an extended period of time because they are ill or injured, wouldn't it be reassuring to know you can get a refund for those lost school days.

Join our Fees Refund Scheme and we will refund the fees you have already paid if your child cannot be in school because they are ill, injured or have been in contact with an infectious disease, provided your application for a refund satisfies certain conditions. You can join before the beginning of a new term and cancel in advance of the start of any term provided we receive the appropriate notice in writing.

Participation in this scheme alters the contract you have with the school for the provision of educational services and entitles you to a refund or free place at the school as detailed in this leaflet.

The cost of joining our scheme is calculated as a percentage of your termly fee, excluding extras:

- For boarders this is 0.63%.
- For day pupils it's 0.82%.

The school reserves the right to vary the termly charge by giving advance notice to you.

**The term "fee"** used in this document means the net amount (excluding extras) that is required to be paid each term for the attendance at the school of a pupil.

**The term "doctor"** used in this document means an independent medical practitioner who is not a member of the pupil's immediate family.

To participate in the scheme simply fill in the form at the back of this leaflet and return it to the school. The cost of the scheme will be included on your termly account.

# WHAT THE SCHEME COVERS

- If your child is a day pupil a refund will be made if your child is absent from school for a period of at least five consecutive full days (including weekends and half-term breaks) because your child is ill, has had an accident or has been in contact with an infectious disease.
- If your child is a boarder a refund will be made if your child is absent from school or classes for a period of at least eight consecutive full days (including weekends and half-term breaks) because your child is ill, has had an accident or has been in contact with an infectious disease.
- If we have paid a refund under the scheme and your child's doctor feels your child is ready to come back as a day pupil, but is not ready to be a boarder again, we will refund the difference between the boarding fee you've already paid and the day fee. This will be from the first day back at school after an absence where a refund has been given, up to the end of term or the day your child returns to school as a boarder if it is before then.

Absence is defined as the Inability to

- a) attend all classes at the School or
- b) benefit from any Remote Learning.

Remote Learning is defined as Lessons or school work provided in circumstances where the School is operating remotely or on a distance learning basis.

If the school, or a separate house of the school, is forced to close due to an outbreak of an infectious disease amongst the pupils or staff, which makes tuition impossible, a refund would be made. There is no cover for the first seven days of any such closure. For example, if the school is closed for eight days due to an outbreak of an infectious disease at the school the scheme would refund one day's fee.

There is no cover for closure directly or indirectly caused, contributed to or arising from any new or ongoing pandemic or epidemic of disease.

The total amount of all refunds that will be made for any one child for any one medical condition, or series of related medical conditions is 280 days.

**“The scheme offers the extra peace of mind that money spent on school fees is going towards your child's education, not on time spent recovering from an illness or accident.”**

## FREE PLACE IN THE EVENT OF ACCIDENTAL DEATH

In the event of an accident that results in the death of a person who is legally obliged to pay the school fees for your child, we will maintain your child's place at the school free of charge for up to six terms following the death. The person must be under 70 at the time of death and the death must be caused solely by accidental means and independently of any other cause. Death arising from illness, natural causes, suicide, intentionally self-inflicted injury, war, or act of terrorism is not covered. The provision of a free place does not apply if the person legally obliged to pay the school fees is a trustee of a fund from which the fees are paid.

A request for a free place must be made to the school within three months of the date of death.

## WHEN PARTICIPATION STARTS AND ENDS

Inclusion in the scheme begins on the first day of term if the termly charge has been paid before that date. If the charge is paid after the term has begun it will be from the date the school receives the payment. Participation ends when your child leaves the school, you withdraw your child from the school, the child leaves the scheme or the school discontinues the scheme. If you withdraw your child from school because of an injury they have suffered or an illness, then inclusion in the scheme will continue until the end of the term during which the withdrawal takes place.

# WHAT THE SCHEME DOES NOT COVER

There are a number of scenarios that are not covered by our Fees Refund Scheme. These are listed below:

- Absences connected to a sickness, condition or injury of the child that you, any parent, legal guardian, or child, was aware of and received treatment or advice for in the 12 months prior to their inclusion in the scheme. This will not apply if your child has been free of all related symptoms for a continuous period of 24 months after first joining our scheme.
- Absences over 14 days without a doctor's certificate.
- The first seven days of absence as a result of the school being closed due to an infectious disease outbreak.
- Absences caused directly or indirectly by any congenital condition or abnormality of your child that you, any parent, fee payer, legal guardian or your child was aware of prior to being included in this scheme.
- Your child being removed from or kept away from the school because of a fear of contact with an infection at the school.
- Your child falling ill following an inoculation or other preventative treatment.
- Keeping your child out of school or not resuming remote learning when a doctor has declared them fit to attend.
- Claims directly or indirectly caused by, contributed to or arising from any new or ongoing pandemic or epidemic of disease.
- Keeping your child out of school after the end of the recognised quarantine as laid down in the code of the Medical Officers of Schools Association.
- Any absence arising from war or act of terrorism.

## HOW TO APPLY FOR A REFUND

If your child has been absent from school you simply ask us for a Fees Refund form, fill it in and hand it back to us no later than 30 days after the end of the term when your child was absent.

When your child is absent from school for over 14 consecutive full days, your doctor will need to complete part of the form.

You will have to pay for this if there is a charge.

**If applicable, absence from classes where the boarder is treated at school** – refunds will be dealt with automatically by the school and no action on your part is required.

When we have already refunded school fees for an absence of over 30 consecutive days, any further related absences during your child's rehabilitation will be regarded as a continuation of the same period of absence. Again, this will have to be certified by a doctor.

## HOW REFUNDS ARE CALCULATED

Refunds are based on the length of your child's absence during term time only. Fees will be refunded pro rata to the actual time away from the school, or classes when the boarder is treated at school. This means that the amount payable for each full day of absence is calculated by dividing your child's fees for that term by the actual number of days in the term (including weekends and half-term breaks).

## **CONDITIONS OF THE SCHEME**

1. The total amount of all refunds that will be made for any child for any one medical condition or series of related medical conditions is limited to 280 days.
2. A doctor must certify the necessity of any absence from school of 15 consecutive full days or more.

## **IMPORTANT INFORMATION**

### **Cancellation**

You can cancel your participation in our Fees Refund Scheme by giving us advance notice in writing before the start of each term. The school may cancel this scheme at any time by giving 30 days written notice to you at your last known address.

### **Governing Law**

This scheme is governed by and in accordance with English and Welsh Laws.

### **Data Protection**

You should understand that any information you have provided to the school, or will provide in the future, will be used by the school, in accordance with the school's privacy policy, a copy of which will be provided upon request. Such uses will include the sharing of personal data with third parties such as insurers and the Scheme Administrator, Marsh to arrange and administer insurance policies and to handle claims and complaints.

### **Administration**

The Fees Refund Scheme is administered by Marsh Ltd.  
The Fees Refund Scheme is not an insurance contract.

## APPLICATION FORM

Please complete and return this form to the School as soon as possible.

I wish to be included in the Fees Refund Scheme.  
I declare that I have read and accept the terms and conditions of the scheme as outlined in this leaflet.

Name of school:

Name of pupil 1:

Name of pupil 2:

Name of pupil 3:

Name of fee payer:

Date:

Signed:

Print name: