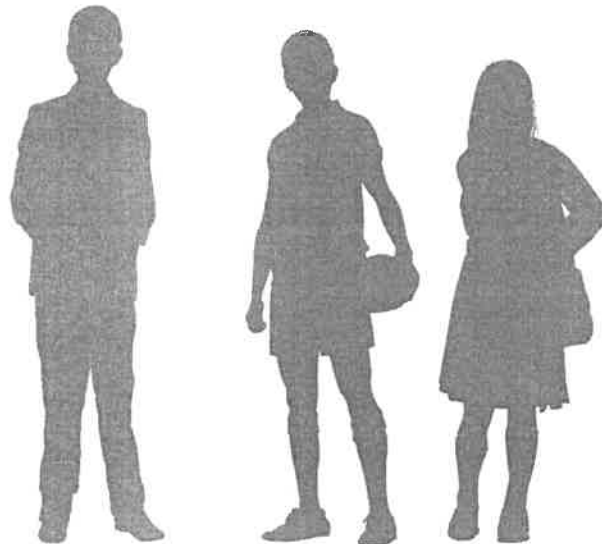


Kirkham Grammar School

Fees Refund Scheme

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

Effective from Winter Term September 2024



ref: 30395684/2024

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 1.04%.
- For day pupils it's 1.34%.

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:

Kirkham Grammar School – Fees Refund Scheme

Effective from Winter term (September) 2024

The absence of a pupil does not lessen the cost of running the school and fees are not refundable if a pupil is unable to attend classes due to sickness or accident. The school is however, able to make refunds through the Fees Refund Scheme outlined below.

Operation of the Scheme

The contract you have with the school is for the provision of educational services. Participation in this Scheme alters that contract and entitles you to receive a refund of school fees in certain circumstances as detailed on this sheet. The school is able to refund such fees as it has taken out an insurance policy under which it can claim.

This is a scheme that you already participate in. You can discontinue your participation in this Scheme with effect from the start of any term by giving advance written notification to the school.

The termly charge payable to the school is based on the following rates applied to the termly fee:

Day Pupils 1.34%
Boarders 1.04%

Please note that the termly charge for participating in the Scheme is not an insurance premium and you are not entitled to claim directly from the school's insurance policy. The school reserves the right to vary the termly charge by giving advance notice to you.

When participation begins and ends

Your participation in the Scheme commences on the first day of term, or the date the first termly charge is paid to the school, whichever is the later. Participation ends when the pupil leaves the school, is withdrawn from the school or participation in the Scheme is discontinued. If however, the withdrawal is solely due to injury or illness of the pupil the cover ceases at the end of the term in which the pupil is withdrawn.

Refunds of fees are made for:

- 1) **Day Pupils** - Absence from the school for a period of at least 5 consecutive full days (including weekends and half term breaks) due to the pupil's illness or accident or the pupil having been in contact with an infectious disease. A Medical Practitioner must certify the necessity of any absence of 15 consecutive full days or more.
- 2) **Boarders** - Absence from school or classes for a period of at least 8 consecutive full days (including weekends and half term breaks) due to the pupil's illness or accident or the pupil having been in contact with an infectious disease. A Medical Practitioner must certify the necessity of any absence of 15 consecutive full days or more.
- 3) **The necessary closure** of the whole of or a separate house of the school owing to an outbreak of an infectious disease amongst the pupils and/or staff which renders the continuance of school work impossible. There is no cover for the first 7 days of any such closure. For example, if the school should be closed for 8 days due to an outbreak of an infectious disease at the school the Scheme would, subject to terms and conditions, refund one day's fee.
- 4) **The difference between the boarding fee paid and the day fee**, calculated from the first day a boarding pupil returns to the school as a day pupil until a return to boarding or the end of that term, whichever is the sooner. This only applies on the recommendation of a Medical Practitioner and immediately following a period of absence for which a refund under the Scheme has been made.

Absence is defined as the Inability to attend all classes at the School or 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.

General Exclusion applying to 1) – 4) above

This scheme does not cover any claim directly or indirectly caused by, contributed to or arising from any new or ongoing pandemic or epidemic of disease.

Conditions

- 1) The maximum refund under the Scheme for any one pupil for any one medical condition or series of related medical conditions is limited to 280 days calculated from the first day of absence.
- 2) A Medical Practitioner must be an independent Medical Practitioner and not a member of the pupil's immediate family.
- 3) The fee is defined as the net amount (excluding extras) a fee payer is required to pay each term for the attendance at the school of the pupil.

Ref: 30395684

No refund will be made if a pupil is kept from school:

- a) due to a pupil's sickness, condition or injury that the fee payer, parent, legal guardian or pupil was aware of and received treatment or advice for in the 12 months prior to their inclusion in the Scheme, except when the pupil has been free of all related symptoms for a continuous period of 24 months after first joining the Scheme;
- b) due to fear of infection at the school;
- c) due to the pupils congenital abnormality or illness caused directly or indirectly by any congenital abnormality that the fee payer, parent, legal guardian or pupil was aware of prior to their first inclusion in the scheme;
- d) due to inoculations or similar preventative treatments, unless such treatment is insisted upon by the school;
- e) after a pupil has been certified as physically fit to resume attendance at school, or in the case of contact with an infectious disease in respect of any period after the end of the recognised quarantine as laid down in the code of the Medical Officers of Schools Association;
- f) due to injury or illness sustained through war, invasion, hostilities or acts of foreign enemies (whether war be declared or not); or
- g) due to an act of terrorism, nuclear, chemical or biological terrorism or the threat thereof.
- h) due to any new or ongoing pandemic or epidemic of disease

How to apply for a refund

- 1) **Absence from school** - ask the school for a Fees Refund Form. For an absence of 15 consecutive full days or more the appropriate section must be completed by the pupil's Medical Practitioner and the form returned to the school. Any charge or fee for completing the form is to be borne by the fee payer. Your application for a refund should not be made later than 30 days after the end of the term to which the refund relates.
- 2) **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.

Where school fees for an absence for 30 consecutive days have been refunded, further related absences during the period of rehabilitation will be deemed to be a continuation of the same period of absence provided they are certified by an Independent Medical Practitioner.

How refunds are calculated

Refunds are based on the length of 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 the pupil's fee for that term by the actual number of days in the term (including weekends and half term breaks).

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 (other than in the capacity of a trustee of a fund from which the fees are paid) for a pupil in the Scheme, the school will maintain the pupil's place at the school free of charge for up to 6 terms following the death, provided that such person is under 70 years of age at the time of death and the death is caused solely by accidental means and independently of any other cause.

Death arising from illness, natural causes, suicide, intentionally self-inflicted injury, war, act of terrorism or nuclear, chemical or biological terrorism is not covered.

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

Cancellation

You can discontinue your participation in this Scheme with effect from the start of any term by giving advance written notification to the school.

The school may cancel this Scheme at any time by giving 30 days written notice to you at your last known address.

Data Protection Act

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.

Governing law

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

Administration

The Fees Refund Scheme is administered by Marsh Ltd.

The Fees Refund Scheme is not an insurance contract.

For any further information or enquiries please contact the school.