

Ellesmere College – Fees Refund Scheme

Effective from Winter term (September) 2018

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, accident or quarantine. 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 1.58% Boarders 1.05%

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 Participation ends when the pupil leaves the school, is withdrawn from the school or participation in the Scheme is discontinued.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is solely due to injury or illness of the pupil the cover ceases at the end of the term in which the pupil is withdrawn.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.

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.

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.

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 5 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 processed by the school, in compliance with (1) relevant data protection provisions, including without limitation (i) unless and until the General Data Protection Regulation (*EU* 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998; and (2) the school's privacy policy, a copy of which is provided with this leaflet.

Governing law

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

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.