

BEARWOOD COLLEGE FEES REFUND SCHEME

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.

To extend the benefits of this Scheme to you in the simplest and most economical way, a termly charge is included on your school fee account. The termly charge is **not** an insurance premium and you are not entitled to claim directly from the school's policy.

IF YOU DO NOT WISH TO PARTICIPATE IN THE FEES REFUND SCHEME PLEASE DELETE THE TERMLY CHARGE FROM YOUR ACCOUNT.

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

Commencement of the Scheme

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 latter. Refunds are provided for absences during term time only including weekends and half term breaks.

Refunds of fees are made for:

- 1) **Absence from school** due to illness, accident, contact with infection for a continuous period of at least 8 days for Boarders or 5 days for Day Pupils (including weekends). A Medical Practitioner must certify the necessity of any absence of 15 days or over.
- 2) **Illness treated at school** - a refund is paid providing the absence from classes is for a continuous period of at least 8 days. The amount will be based on 75% of the termly fee.
- 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 which renders the continuance of school work impossible. There is no cover for the first seven 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 policy would, subject to the terms and conditions of the insurance scheme, refund one day's fee.

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

- a) a sickness, condition or injury that the fee payer or pupil was aware of and received treatment or advice for in the 12 months prior to their inclusion in the scheme;
- b) fear of infection at the school;
- c) congenital abnormality;
- d) injury sustained through war, invasion, hostilities or acts of foreign enemies (whether war be declared or not); or
- e) nuclear, chemical or biological terrorism or the threat thereof.

How to apply for a refund

- 1) **Absence from school** - ask the school for a Fee Refund Form. If the absence exceeds 14 days the appropriate section must be completed by the pupil's doctor and the

form returned to the school. Your application for a refund should not be made later than 30 days after the end of each term.

- 2) **Illness treated at school** - refunds will be dealt with automatically by the school and no action on your part is required.

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. This means that the amount payable for each day of absence is calculated by dividing the termly fee by the actual number of days in the term.

The maximum refund under the Scheme for any one pupil for any one medical condition is limited to three terms' fees calculated from the first day of absence.

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 three terms following the death, provided that such person is under 65 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 or nuclear, chemical or biological terrorism is not deemed to be accidental.

The school must be informed of any request for payment under this section within three months of the date of death.

Cancellation

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

You can discontinue your participation with effect from any anniversary of your joining the Scheme by giving advance written notification to the school.

Data Protection Act

You should understand that any information you have provided to us at the school, or will provide in the future, will be processed by the school, in compliance with the provisions of the Data Protection Act 1998, for the purpose of including you in this Scheme and handling claims, if any, which may necessitate providing such information to other parties.

Under data protection legislation you can ask in writing for a copy of certain personal records held about you.

Governing law

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

Further information

The Scheme is administered on our behalf by:
Marsh Brokers Limited, Education Practice, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex, RH16 3SY

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Fax: 01444 415088
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