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# **Financial Regulations**

Updated on 29.08.2022, Applicable to school year 2022-2023

### **Preamble**

Lycée Français Henri Fauconnier Berhad (LFKL) is a non-profit private company ruled by Malaysian law aiming at providing the best possible conditions for French education in Malaysia, within the framework of a transfer of a public service assignment. LFKL operates in the framework of an agreement with AEFE and has been accredited by the National French Minister of Education. The administrative and financial management of LFKL is entrusted to the Board of Directors comprising of five elected voluntary members who must be LFKL pupils' and students' parents The Board of Directors thus ensures that the school fees are aligned with these educational requirements in the best way possible. Registering a child for the first time or continuously at LFKL implies compliance with and observance of our financial regulations. As the school fees represent almost the entire amount of the LFKL's revenue, the actual collection of said fees determines the smooth running of the school (i.e. payment of staff salaries, purchase of supplies, maintenance of the premises, etc.) Agreeing to the financial regulations is compulsory each year. These financial regulations replace previous ones and are therefore the only reference document: provisions set in any former documents but not included in this one are thus obsolete.

# 1 - Membership to LFKL Henri Fauconnier Berhad

Your children will be schooled at LFKL, which is administered by LFKL Bhd -a company ruled by Malaysian law When you register your children at LFKL, your family becomes a *de facto* member of LFKL Bhd until the end of your children's schooling, through payment of a single subscription of RM 100 included in the initial registration fees. As a member, you are entitled to participate to the General assembly meetings and stand in the Board of Directors annual election. The final departure of your child(ren) as a pupil/student from LFKL automatically cancels your membership to LFKL Bhd.

### 2 - School fees

School fees include the initial registration fees, tuition fees, deposit and down payment. School fees are updated once a year for the beginning of the next school year beginning in September. Should there be any delay in the payment of said fees, penalties shall apply (See paragraph 5).

### 2.1 Deposit

A deposit of **RM 12,000** per child must be paid upon the school's acceptance of your child's registration, regardless of the child's level and rate charged. **Registration is only valid upon reception of the full amount due.** LFKL reserves the right to cancel your application should this deposit not be paid within three weeks after acceptance of the registration (Kindly email proof of payment to <a href="mailto:compta@lfkl.edu.my">compta@lfkl.edu.my</a>).

The full deposit will be refunded -subject to certain conditions- upon your child's leaving LFKL permanently. (See paragraph 7)

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### 2.2 Initial registration

Initial registration fees must be paid as soon as the school accepts your child's application: **registration is only valid upon reception of the full amount due.** LFKL reserves the right to cancel your application should these initial registration fees not be settled within three weeks after acceptance of the registration

(Kindly email proof of payment to compta@lfkl.edu.my). These fees are not refundable under any circumstance whatsoever, except under the *Passerelle* programme provided your child is not accepted into LFKL following the observation morning. The registration remains valid for three months following the planned admission date; please note that the place at school cannot be held past this point.

**Initial registration fees** for the **2022-2023 school year** amount to **RM 12,000** per child registered from third year of preschool (Grande Section) up to Terminale.

**Initial registration fees** for the **2022-2023 school year** amount to **RM 8,000** per child registered in pre-first year (Toute Petite Section), first year (Petite Section) and second year (Moyenne Section) of preschool. (See Fees applicable)

### 2.3 Re-enrolment after an absence

If a child leaves LFKL, the initial registration fees are not to be paid again up until three years of absence.

A deposit is due even in the case of a re-enrolment. (See paragraph 2.2)

### 2.4 Tuition fees

Tuition fees include:

- schooling,
- each child's liability insurance covering them during school hours, including bus trips, school trips, extracurricular activities and work experience,
- LFKL liability insurance covering school activities, extracurricular activities within LFKL and school excursions,
- primary school workbooks and preschool small equipment,
- textbooks except dictionaries and reference books,
- the LFKL white tee-shirt given once a year,
- Baccalauréat and DNB (Diplôme National du Brevet) for 1ère, Terminale and 3e students examination fees,
- Registration to the language studies course in 4e and 3e classes (see paragraph3)
- Registration to the European section in 2<sup>nd</sup>, 1ere and Terminale (see paragraph 3) classes
- optional language or national examination fees for the following languages and classes:
  - English: CM2 / 5<sup>e</sup> / 3<sup>e</sup> / 1<sup>ère</sup> classes
  - German, Spanish, Chinese: 1ère classes
  - French as a foreign language: Upon the teacher's suggestion
- some extracurricular activities as part of an annually approved project.

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- CNED Registration for specialties in 1ère and Terminale, which are not proposed by LFKL.

### Tuition fees do not include:

- registration to the *Passerelle* programme in primary school,
- small supplies in primary and secondary schools,
- canteen fees -compulsory up until the 3<sup>e</sup> class (subcontracted to a private service provider, see paragraph 4.2),
- the school bus service (subcontracted to a private service provider, see paragraph 4.1),
- optional extracurricular activities (ECA) (see paragraph 4.3),
- fees for optional "outside the core curriculum" classes, for which the families must pay the CNED directly,
- school trips (should a student not join a school trip organised for his/her class, the person or organisation paying their school fees will not be able to claim any refund for the trip and /or for the days missed during the trip),
- Fees for support staff for pupil/student with any disability
- extra LFKL tee-shirts.

# Arrival during the school year

The tuition fees applying to pupils and students arriving during a term shall be invoiced as follows:

- Arrival before midterm: the entire fees for the term in question
- Arrival after midterm: half the fees of the term in question.

The midterm dates are detailed in the table under section 2.6 "Payment method".

### **Departure and Absence**

Full fees must be paid for any term commenced.

There will be no discount or refund of the tuition fees for an absence -regardless of its durationor for leaving the school during a term.

The following rates, also available on the LFKL website, show a variation of fees depending on the education level (preschool, primary, lower secondary, upper secondary school).

### Fees applicable to the 2022-2023 school year:

Annual tuition fees in RM	Initial registration*	Deposit	Annual "company" tuition fees	Reduced rate (all nationalities)
Preschool	8,000 for pre-first,		37 663	27160
Primary	first and second years of preschool 12,000 for the other classes	12000	44160	32704
Lower secondary			52900	39480
Upper secondary			57 500	43585

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\*Only at the beginning of the child's schooling at LFKL

The Board of Directors may modify these fees once per year for the next start of scholar year in September.

All individuals, independently of their nationality, can benefit from the reduced rate.

To be eligible for the reduced rate, families must prove that they pay themselves for each of their children's school fees. Said proof shall be provided by the employer or a third party payer (accountant, auditor) confirming that the company does not directly or indirectly cover part or all of their employee's children's school fees by way either of advantage, allowance, package or every other kind of premium in which school fees are included. In the event that both parents work, each of them shall provide individual proof. To benefit from a reduced rate, your company (or the parent company for international businesses) must fill in the document attached as Appendix 1 (click on this link) to these financial regulations, which then must be submitted to LFKL during registration. In case, one or both parents are retired or unemployed; a sworn statement should be provided to confirm that family doesn't receive any financial support for the payment of the school fees. Said Appendix 1 must be submitted to the administration office (secretariat@lfkl.edu.my) each year before September 15<sup>th</sup>. Failing that or should it be submitted after September 15<sup>th</sup> of each year, you shall be automatically charged the full rate.

Furthermore, the control committee reserves the right to take all necessary measures with the employers to confirm their statement.

In the event of a fraud, the rate adjustment shall be applied from the beginning of the school year subject to a 5% increase.

Families with three or more registered children can benefit from an automatic and cumulative rebate from the youngest to the oldest on the following basis:

- 10% applied to the tuition fees of the 3<sup>rd</sup> child of a same family (by order of birth);
- 15% applied to the tuition fees of the 4<sup>th</sup> child of a same family (by order of birth);
- 20% applied to the tuition fees of the 5<sup>th</sup> child of a same family onwards (by order of birth).

No other discount is possible, unless specifically decided by the Board of Directors due to personal and exceptional circumstances.

### 2.5 Down payment

A down payment of RM 1,000 per child shall be asked on the first working day of June to all the families whose child or children is/are currently schooled at LFKL. Said down payment shall be paid within fifteen days of its date of issuance.

Settling this down payment before the end of the given period will validate your child/children's next registration. The final decision for re-enrolments is, however, at the Headmaster's discretion. Failing the settling of the down payment before the due date, your child/children will be automatically released from LFKL. You will then have to proceed with full registration of your child/children again and pay the deposit.

This down payment shall be deducted from the invoice for the tuition fees issued during the first term of the following school year.

In the event of a down payment made for a child leaving LFKL over the summer, said down payment shall be entirely refunded.

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Children benefitting from grants and already attending LFKL are exempted from making said down payment but must absolutely indicate their re-enrolment within the same given period.

### 2.6 Payment methods

Tuition fees can be paid in two different ways:

- either in 3 instalments -one for each term- on the date indicated on each invoice:
  - o first term (September-December) invoice issued in September: 40% of the annual total minus the June deposit
  - o second term (January-March) invoice issued in January: 30% of the annual total
  - o third term (April-July) invoice issued in April: 30% of the annual total; or
- in full at the beginning of the first term: a 2% rebate then applies, minus the June deposit. The corresponding invoice is issued in September. In the event of a planned departure from the school during the school year, the sum refunded is based on non-commenced terms.

	1st Term September To December	2nd Term January to March	<b>3<sup>èrd</sup> Term</b> April to July	
Term Invoice	40 % of tuition fees	30% of tuition fees	30% of tuition fees	
Midterm Date	1st November	15 February	15 May	
Annual Invoice	Annual tuition fees will be invoiced in September with 2% rebate			

Invoices are emailed to the parents or directly sent to the third-party payer.

Payment is made in Malaysian Ringgits or in Euros (according to the Embassy exchange rate indicated on each invoice):

- either by bank transfer (remember to specify the child's full name in the "bank reference" field) to CIMB Bank for the payment in Malaysian Ringgits or to BRED for the payment in Euro. The LFKL bank details can be found on the school website as well as at the bottom of any invoice issued; or
- by Malaysian cheque payable to LFKL Berhad; or
- in cash or by card directly at the school Accounts Department; (cash payment only in Malaysian Ringgit and for card payment, all the processing bank fees will be borne by the payer)

Every invoice shall be settled within fifteen calendar days of its date of issuance.

# 3 - Passerelle programme

Passerelle is an educational program designed for our young non-French speaking pupils allowing them to deepen their understanding of the French language in addition to regular school hours. These afternoon workshops are led by specialized French teachers.

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Registering a pupil to the *Passerelle* programme in primary school leads to additional fees being charged alongside the tuition fees.

Acceptance into the *Passerelle* programme is subjected to a morning of observation and/or tests.

Joining the *Passerelle* programme for pupils arriving during the school year is subject to the approval of the educational team.

#### 2022-2023 Rates:

Passerelle programme: RM 4,000 per year (RM 2,500 per year for pupils entering the programme in January)

The annual fees for the *Passerelle* programme shall be invoiced once only, in January, regardless of the payment method chosen. In the event of pupils joining the *Passerelle* programme after January, the fees will prorated over the rest of the school year.

Should the family decide their child should leave the *Passerelle* programme, the annual fees for said course will not be reimbursed.

### 4 - Specific provisions

Private service providers are subcontracted (with regular bids) for the school bus and catering services (which rates are published on the LFKL website for your information).

To ensure continuity of service, LFKL centralises the management of the various transportation service providers and of the catering service provider as well as invoices and payment (canteen + school bus) before giving back each service provider their share, without any extra cost for the families.

The ECA Department offers cultural, sport or artistic activities to pupils and students from CP to Terminale outside of school hours.

#### 4.1 School bus

The initial registration fees (for new registrations only) and annual administrative fees are to be paid together with the first school bus invoice.

These fees are not refundable for any reason whatsoever.

The school bus fees are charged with the tuition fees each term depending on the line taken (See rates on the LFKL website). These fees are likely to be modified at any time and without prior notice.

### Arrival during the school year/Departure/Absence

Invoicing of new pupils and students arriving during the school year shall be done in proportion to the time spent.

Fees must be paid for any term commenced. No discount or refund of the school bus fees shall be granted in the event of an absence -regardless of its duration- or of a departure during term. In case of a change of address during the school year, and if the bus provider is not able to serve the new address, paid fees will be reimbursed in proportion to the time left between the date of change of address and end of the current term.

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#### 4.2 Canteen

Canteen is mandatory for pupils/students from Preschool to 3eme class included; exception is made for pupils/student under PSP (Personalized Support Plan – "Plan d'Accompagnement Individualisé (PAI)") approved by the school Headmaster.

The students in  $2^{nd}$ , 1ere and Terminale classes have the choice not to register to the canteen. LFKL takes care of charging the families for the catering service on behalf of the service provider.

The canteen fees are charged together with the tuition fees each term depending on the child's level (See rates on the LFKL website). These fees are likely to be modified at any time and without prior notice.

The given rates only cover the canteen service for Mondays, Tuesdays, Thursdays and Fridays. The rates given do not include the canteen before supervised tests, extracurricular activities and *Baccalauréat* revisions (non-day-students only). Canteen fees in such cases shall be invoiced separately.

Students whose canteen or school bus fees have not been paid within the given period of time (see paragraph 5) will be refused access to the canteen and the school bus until their situation is resolved.

### Arrival during the school year/Departure/Absence

New pupils and students arriving during the school year shall be charged depending on their date of arrival.

The same applies to those leaving during the school year.

The school year will be invoiced by Terms.

A refund for missed school meals may only be granted in the event of an absence for medical reasons, subject to the following conditions: that the canteen team be notified of said missed meal(s) by email (<a href="mailto:cantine@lfkl.edu.my">cantine@lfkl.edu.my</a>) and that the medical certificate be submitted to LFKL administration (<a href="mailto:compta@lfkl.edu.my">compta@lfkl.edu.my</a>).

Under the current COVID-19 pandemic, medical absence also cover the case of students under self-isolation for being tested COVID-19 positive or being close contact of positive cases, as per Malaysian authorities rules, will be granted.

In that case, medical certificate will not be required, but the family should inform the school as soon as possible.

The number of refunded meals shall be calculated from the day following the date of receipt of the email. Said refund shall be in the form of credit to be deducted from the subsequent invoice.

No refund shall be granted for personal reasons.

### 4.3 Extracurricular activities (ECA)

The annual ECA schedule is divided, for the school year, into two periods: First period: from September to January (registration in September) Second period: from February to June (registration in January)

The first session is a trial session.

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At the end of it, should your child wish to continue and attend a second one, their registration will be considered final.

In the event of an instructor being absent, the sessions will not be refunded as the pupil/student will be in the care of another instructor doing the same activity or a different one (subject to activity availability).

Extracurricular activities fees are charged together with the tuition fees in January (for the first period) and April (for the second period).

The ECA rates are available on the LFKL website and likely to be modified at any time and without prior notice.

### Arrival during the school year/Departure/Absence

If a pupil/student joins an activity during a period, the subscription shall be calculated in proportion to the number of sessions left.

Fees must be paid for any period commenced and no refund shall be granted during the period except in the following case:

• a prolonged absence of three sessions or more due to an illness or medical problems; the family will then be required to provide a medical certificate as proof.

Note: As absence (self-isolation) for COVID-19 positive case or close contact last less than three sessions, no refund shall be granted for this situation.

 School closure and/or ECA suspension imposed by Malaysian authorities according COVID-19 pandemic situation.

Canteen: Pupils and students who are registered for an activity on Wednesdays shall have to eat lunch at the canteen and will be charged subsequently (save upper secondary students and those benefitting from a personalised support plan).

### 5 – Litigation

The day after the payment deadline, i.e. fifteen calendar days from the date of the invoice, a first reminder is emailed to the parents who have not yet settled their tuition and/or canteen and/or school bus and/or ECA fees.

If the full payment is not received after seven days, a new invoice is emailed to the families including a penalty of 5% of the initial amount (i.e. the total amount of tuition, canteen, school bus and ECA fees), to be paid within fifteen days. Past this new deadline, LFKL reserves the right to deny the concerned pupils/students access to the school, while initiating litigation for the amount owed. Any default of payment which cannot be solved shall be systematically turned over to the school's lawyer for the purpose of legal proceedings. Failing a regularisation before the end of term, the pupil/student may be released from the school during the following term.

However, exceptional adjustments can be requested with the Administrative and Finance Director (daf@lfkl.edu.my) who will endeavour to reconcile temporary difficulties a family may experience and the necessities of the school's running

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Any accommodation accepted by the LFKL requires a written commitment from the family concerned

t. Should you feel this applies to you, we advise you to contact the Administrative and Finance Director before the due date of the first invoice if possible.

Should the instalment provisions agreed to by the family be disregarded, the aforementioned litigation shall be initiated.

Any late payment regarding the tuition, canteen, school bus or extracurricular activities fees will lead to the parent(s) participating in the LFKL representative bodies (School Committee, Primary School Council, Board of Directors, Teachers' conference, Committees, General Assemblies, etc.) being excluded.

In appliance with LFKL Henri Fauconnier Bhd statutes, parents (Members) will not be able to vote during General assembly meeting if all fees (the tuition, canteen, school bus or extracurricular activities fees) are not totally paid. The reference date considered will be 7 days before the general assembly meeting will be held.

## 6 - Grants awarded by the French government

Pupils and students who are French citizens registered with the French consulate may benefit from a school grant, subject to the family's income (for more information, kindly ask the consulate). Following a decision from the local grant committee, the AEFE decides on the awarding and amount of each grant. The application file -available on the Embassy's website-is to be submitted:

- at the beginning of the school year for new pupils/students for the current school year
- in February/March for the other pupils/students for the coming school year.

We kindly advise you to observe without fail the submission deadlines of the application for it to be taken into account. Families who apply for a grant (please email a proof of the submission of your application to <a href="mailto:compta@lfkl.edu.my">compta@lfkl.edu.my</a>) are exempted from paying the tuition fees in advance until reception of the grant committee's decision approved by the AEFE; payment of the fees due after said AEFE's final decision (in the case of a rejected or partial grant) are to be paid in full within fifteen days of the day a reminder in writing is sent to the families.

The same litigation procedure to that regarding the school fees applies (See paragraph 2.7).

# 7 - Leaving the school permanently

It is recommended to inform the school as soon as possible of an eventual departure even if it is not confirmed, to facilitate the school organisation and any classes reorganisation.

At least one month before the end of the term preceding the departure, and before May 31<sup>st</sup> in the event of a pupil/student leaving at the end of the last term, a request for said pupil/student to be released shall be emailed to secretariat@lfkl.edu.my, specifying their last day of school.

The school and medical records, the release certificate necessary to the registration to the next school (Exeat) and the deposit shall be handed only after full payment of the amount due (school, canteen, school bus and ECA fees, reimbursement of damaged or lost books according to the rates indicated in the school library, etc.) and return of all textbooks and all documents borrowed from the library.

The deposit shall be refunded in the same currency as the one it was paid in.

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At the effective departure date of the pupil/student, in case that the totality of fees has not been paid, the outstanding debt will be specified on the release certificate (As per AEFE official letter of the 16<sup>th</sup> March 2015 Cost of Debt Recovery).