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# **Financial regulations**

updated on 15/03/2023 for the 2023–2024 school year

# Introduction

LFKL Henri Fauconnier Bhd is a private, not-for-profit, Malaysian-registered company whose corporate purpose is to provide a French school education in Malaysia under the best possible conditions. It operates under an agreement with the AEFE (Agency for French Education Abroad) and with the approval of the French Ministry of National Education. As part of the parental government provided for in the agreement with the AEFE, the administrative and financial management of LFKL Bhd is entrusted to a Board of Directors (BoD), made up of elected voluntary members who must be parents of students.

The Board of Directors ensures that school fees are kept in line with the requirements of the School in the best possible way. If you wish to enrol or keep your child at the French School of Kuala Lumpur, you must accept and comply with these financial regulations. As school fees represent almost all of the LFKL's revenue, payment of these fees ensures that the School operates smoothly (payment of staff salaries, purchase of supplies, maintenance of premises, etc.). Our financial regulations must be accepted every year. These financial regulations replace all previous versions and are therefore the only reference document: provisions given in any other previous document which have not been included here are therefore obsolete.

# 1. Membership of LFKL Henri Fauconnier Berhad

Your children are going to be educated at the LFKL, administered by LFKL Bhd, a company incorporated under Malaysian law. When you enrol your children at the LFKL, your family actually becomes a member of LFKL Bhd, for the entire time that your children are at the LFKL; for this, you will pay a one-off subscription of RM 100 per parent which is included in the initial enrolment fees. As a member, you can take part in general meetings and stand for the annual elections to the Board of Directors. Each parent is a member of the company (see 'Statutes of LFKL Bhd'). When your child (children) finally leave(s) the School, your membership of LFKL Bhd will be automatically cancelled.

#### 2. School fees

School fees include initial enrolment fees, tuition fees and a retainer fee. In addition, we ask for a deposit which will be returned at the end of your child's studies. Our fees are updated once a year for the start of the school year in September.

Should there be any delay in payment, penalty charges will apply (see paragraph 5).

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# 2.1. Initial enrolment

Initial enrolment fees must be paid as soon as the School accepts your child's enrolment: **your enrolment is only confirmed on receipt of the amounts due**. The School reserves the right to cancel the enrolment application if the initial enrolment fees are not paid within three weeks of the enrolment being accepted (proof of payment must be sent to <u>compta@lfkl.edu.my</u> as soon as payment is made). **These fees cannot be refunded for any reason whatsoever**. Enrolment is valid for three months from the expected start date; after this time, your place at the School can no longer be guaranteed.

**Initial enrolment fees** for the **2023–2024 school year** are **RM 13,200** per child, for admission in the final year of Kindergarten (*Grande section*) up to Year 13 (*Terminale*).

**Initial enrolment fees** for the **2023–2024 school year** are **RM 8800** per child, for admission in the Pre-nursery (*Toute Petite section*), first year (*Petite section*) and second year (*Moyenne section*).

(See 'Current fees')

#### 2.2. Deposit

A deposit of **RM 13,000** per child, whatever the child's level or billing rate (family or corporate), must be paid as soon as the School accepts your child's enrolment: **your enrolment is only confirmed on receipt of the amounts due**. The LFKL reserves the right to cancel the enrolment application if this deposit is not paid within three weeks of the enrolment being accepted (proof of payment must be sent to compta@lfkl.edu.my as soon as payment is made).

This deposit will be returned in full, subject to terms and conditions, when your child finally leaves the LFKL (see paragraph 7). The deposit will be refunded for the same amount and in the same currency as it was paid (in euro or Malaysian ringgit).

#### 2.3. Re-enrolment after absence

Initial enrolment fees do not have to be paid again if a child is re-enrolled up to three years after he or she left the LFKL.

A deposit is payable even if a child is re-enrolled after leaving the LFKL. (See paragraph 2.2).

### 2.4. Tuition fees

Tuition fees include:

- Schooling in the French Section or International British Section (subject to additional tuition fees) depending on the enrolment selected
- Civil liability insurance for each student during school hours, including travel between home and school, school trips, extracurricular activities and work placementsLFKL liability insurance covering school activities and extracurricular activities at the LFKL and school excursions

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- Exercise books for Primary school; small items for Kindergarten
- Loan of school manuals, with the exception of dictionaries and reference works, and works/manuals for the International British Section
- A LFKL T-shirt provided once a year
- National exam fees for the *baccalauréat* and national diploma (DNB) for students in Year 12 (*Première*), Year 13 (*Terminale*) and Year 10 (*Troisième*)
- Fees for national or optional language exams or certification for the following languages and years:
  - English: Year 6 (CM2) / Year 8 (Cinquième) / Year 10 (Troisième) / Year 12 (Première)
  - German, Spanish, Chinese: Year 12 (*Première*)
  - French as a Foreign Language (FFL): at the suggestion of the teacher
- Some extracurricular activities as part of a project approved annually
- Registration with the National Centre for Distance Education (CNED) for specialist subjects not offered by the LFKL for Year 12 (*Première*) and Year 13 (*Terminale*)
- Registration on the *Passerelle* (Bridging) programme in Elementary school, if necessary.

Tuition fees do not include:

- School supplies in Primary and Secondary schools
- The canteen, compulsory up to Year 10 (*Troisième*) inclusive (operated by a private provider)
- Optional school bus service (operated by a private provider)
- Optional extracurricular activities (ECA) (see paragraph 4.2)
- Fees for options not offered by the LFKL, payment for which should be made directly by the family to the CNED
- School trips (should a student not go on a trip, the family or company cannot request any refund for the cost of taking part in the trip or for tuition for the duration of the trip)
- Support for students with disabilities
- Extra LFKL T-shirts.

### Arrival during the school year

Tuition fees for students arriving after the start of the school year are invoiced *pro rata* based on the number of calendar days from the start of schooling and in accordance with the single invoicing schedule (see point 2.6), without taking school holidays or public holidays into consideration.

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In other words, for a child who starts school on 15 December, invoicing of school fees will include the last 17 calendar days of December (last month of the invoicing period), without deducting the end-of-year holidays. For example, for the 2023–2024 school year, the family will be invoiced for 17/119ths of the amount for the first invoicing period (which itself corresponds to 40% of the annual amount).

#### **Departure and absence**

Any invoicing period (see definition in point 2.6) in which schooling has started is due in full.

Absence, regardless of duration, or leaving the school during the period, does not entitle you to any reduction or refund of tuition fees. In very exceptional circumstances (such as divorce, hospitalisation, redundancy or transfer), a request for exemption may be made, which will be considered by management. The Board of Directors will make its decision known within a reasonable period of time.

The following table of fees, also available on the LFKL website, shows how fees vary according to school level (Kindergarten, Elementary School, Middle School, High School).

	Initial enrolment fees*						
TPS/PS/MS**	8800						
Other levels	13,200						
	Deposit						
All levels	13,000						
	Annual tuition fees 'Corporate' rate	Annual tuition fees 'Private individuals' reduced rate	Additional annual tuition fees for enrolment in the International British Section 'General public' rate				
Kindergarten	39,200	28,300	-				
Elementary School	46,000	34,000	0				
Middle School	55,000	41,100	9000				
High School	59,800	45,400	9000				

# Current fees for the 2023–2024 school year in RM:

\* Only at the start of schooling at the LFKL

\*\* TPS: Très petite section (Pre-nursery) / PS: Petite section (first year) / MS: Moyenne section (second year)

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These rates may be changed by the Board of Directors once a year for the start of the next school year in September.

All private individuals, whatever their nationality, can benefit from the reduced rate. To claim the 'private individuals' reduced rate, families should prove that they pay the school fees for each of their children themselves. Such proof should be provided by an employer or third-party payer (e.g. an accountant or auditor) confirming that the employee does not benefit, directly or indirectly, from any advantages, allowances, packages or any other type of compensation scheme covering some or all of the school fees. If both parents work, each one should provide proof. To benefit from the reduced rate, the document in Appendix 1 (click on the link here) to these financial regulations should be filled in by the employer (parent company for international businesses) and given to LFKL during enrolment. If one or both parents are retired and/or do not work, a sworn statement confirming that they do not receive any support should be attached to the file.

Appendix 1 should be submitted to the Administration office (secretariat@lfkl.edu.my) every year before 15 September. Without this document and after this deadline, families will be invoiced at the default rate, i.e. the 'Corporate' rate.

Furthermore, the verification committee reserves the right to undertake any procedures with employers to confirm that such statements are true. In the event of fraud, the rate will be adjusted from the start of the school year with a penalty of 5%.

Families with three or more children enrolled at the School benefit from an agreed automatic and cumulative discount, from the youngest to the oldest, on the following basis:

- 10% off tuition fees for the third child (by order of birth) from the same siblings
- 15% off tuition fees for the fourth child (by order of birth) from the same siblings
- 20% off tuition fees for the fifth child (by order of birth) from the same siblings, as well as all subsequent children.

No other reductions are possible, unless specifically decided by the Board of Directors, on account of exceptional circumstances.

#### 2.5. Retainer fee

All families with a child already studying at the LFKL will be asked for a retainer fee of RM 1000 per child on the first working day of June. This retainer fee must be paid within 15 days.

Payment of this retainer fee will validate the re-enrolment application for your child. However, the final decision on re-enrolments is at the sole discretion of the Head of School. If you do not pay this retainer fee before the deadline, your child (children) will be automatically withdrawn from the LFKL. You will then have to re-enrol your child (children) from scratch and also pay the deposit again.

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This retainer fee will be deducted from the invoice for tuition fees issued for the first invoicing period of the next school year.

In the event that the retainer fee is paid and the child leaves the School over the summer, the retainer fee will be refunded in full.

Children on scholarships already at the School are exempt from paying this retainer fee, but must state their intention to re-enrol by the same deadline.

#### 2.6. Payment methods

Tuition fees can be paid in two different ways:

- Either in three instalments, one for each term, according to the invoicing schedule, on the dates stated on the invoices:
  - *September*: invoicing for the first period (September to December), corresponding to 40% of the annual amount, minus the retainer fee paid in June, where appropriate
  - January: invoicing for the second period (January to March), corresponding to 30% of the annual amount
  - April: invoicing for the third period (April to July), corresponding to 30% of the annual amount.
- Or in full at the start of the first period: a 3% discount is then applied. The invoice is issued in September. In the event that a child leaves during the school year, fees will be reimbursed according to the principles set out in point 2.4 in the 'Departure and absence' paragraph.

#### Periodic invoicing schedule

	<b>1st period</b> Start of September (first day of class) to end of December	2nd period Start of January to end of March	<b>3rd period</b> Start of April to start of July (last day of class)		
Periodic invoicing	40% of tuition fees	30% of tuition fees	30% of tuition fees		
Yearly invoicing	Annual tuition fees invoiced from September with a 3% discount				

Invoices are sent to parents or directly to third-party payers by e-mail.

Amounts to be paid are calculated in RM and are converted into euro at the embassy exchange rate in force at the time of invoicing (both amounts are shown on the invoice). The embassy rate is available on the <u>website of the Directorate General of Public Finances</u>.

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Payments are made:

- Either by bank transfer (clearly state the first and last names of the child in the field 'Bank reference') to the CIMB Bank for payments in RM or to BRED for payments in euro. The School's bank details can be found on the School website and at the bottom of invoices
- Or by Malaysian cheque made payable to 'LFKL Berhad' (payment in RM only)
- Or in cash at the School's Accounts department (payment in RM only).

Invoices should be paid within 15 calendar days of their issue date.

#### 3. Passerelle (Bridging) programme

*Passerelle* is an educational programme designed for non-French-speaking pupils in *CP* to *CE2* (Year 2 to Year 4), allowing them to deepen their understanding of French in addition to their normal school hours. These teaching workshops are run in the afternoons by specialist French teachers (French as a foreign language – FFL).

Pupils are admitted to the *Passerelle* programme following a morning of observation/tests. For pupils arriving after the start of the school year, the teaching team will assess the possibility of the pupil joining this programme.

As of the 2023–2024 school year, there will no longer be any charge for the *Passerelle* programme.

#### 4. Additional services

Additional services are offered in conjunction with schooling at the French School:

- School canteen
- School bus
- Extracurricular activities
- Childcare

#### 4.1. School canteen

The school canteen is compulsory for students from Kindergarten to *Troisième* (Year 10) inclusive, except for students with a personal support plan (PAI) approved by the Head of School.

High School students can choose to have lunch at school or go home/eat out.

The school canteen service is outsourced to a private operator, selected following a demanding call for tenders organised by the LFKL (rates will be posted for information on the LFKL website).

As of the 2023–2024 school year, parents will enter into a contract with the operator itself, which will invoice them directly for its services.

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Students whose canteen fees have not been paid to said operator by the stated deadlines may be refused access to the school canteen by the provider, until such payment is made. Families will be given precise conditions in the terms and conditions for subscription to the service.

#### 4.2. School bus

The school bus service is outsourced to a private operator, selected following a demanding call for tenders organised by the LFKL (rates will be posted for information on the LFKL website).

As of the 2023–2024 school year, parents will enter into a contract with the operator itself, which will invoice them directly for its services.

Students whose school bus fees have not been paid to said operator by the stated deadlines may be refused access to the school bus by the provider, until such payment is made. Families will be given precise conditions in the terms and conditions for subscription to the service.

# 4.3. Extracurricular activities

The LFKL offers extracurricular activities (ECAs) outside school hours (cultural, sports or artistic activities) for students from Kindergarten to Year 13 (*Terminale*). Students register on the EDUKA platform, managed by the School, twice a year. The fees for the different ECAs provided in advance vary according to the cost of supervising the activities and depreciation of equipment.

The annual ECA programme is divided into two periods for the school year:

- 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.

After this first class, if your child wishes to continue and attend a second session, registration is considered definite.

If an instructor is absent, sessions will not be refunded; another instructor will take students for the same or a different activity, subject to places being available.

ECAs are invoiced along with tuition fees in January (for the first period) and in April (for the second period).

ECA fees can be found on the School's EDUKA platform and are subject to change before each period.

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#### Arrival during the period / Departure / Absence

If a child joins an activity after the start of the period, subscription will be calculated *pro rata* on the remaining number of sessions.

Fees are due for any period started and no refund will be given during the period, except in the following cases:

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

Please note: As absences for self-isolation in positive COVID-19 cases or close contact with positive cases last less than three sessions, no refunds will be given.

• Closure of the School and/or suspension of ECAs imposed by the Malaysian authorities as part of the fight against COVID-19.

# 4.4. Childcare

If there is sufficient demand, the LFKL organises a childcare service in the afternoons, intended primarily for Kindergarten children.

Requests to register should be made via the EDUKA platform; registration will depend on the number of places available, that is, a maximum of 15 places for this school year.

This service is charged in each invoicing period, based on the days of the week chosen for registration, at the rate of RM 50 per day. The choice of days of the week cannot be changed during the invoicing period; any changes for the next period will be accepted subject to available places.

Days of the week	Monday	Tuesday	Wednesday	Thursday	Friday
After-school childcare	14:15 –	14:15 –	11:45 –	14:15 –	14:15 –
hours	18:15	18:15	15:45	18:15	18:15

If children are absent, fees will not be refunded. School holidays and public holidays are not invoiced.

If parents or legal guardians do not come and collect their child at the end of the session, the LFKL reserves the right to charge a RM-50 supplement for any amount of time exceeding 15 minutes.

Furthermore, at the end of classes at Hevea, even when the child is not registered for childcare services, if a parent or legal guardian does not come and collect their child

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after 15 minutes, the management reserves the right to place the child in the nursery and to invoice the family at the childcare rate.

### 5. Litigation reminder procedure

On the day after the deadline for payment, i.e. 15 calendar days after the invoice date, a first reminder is sent by e-mail to parents who have not paid their tuition fees and/or ECA fees and/or childcare fees.

If full payment is not made seven days after this first reminder, a new invoice is sent by e-mail to families: the amount of this invoice is increased by a penalty of 5% on the original invoice amount (that is, on the total amount of tuition fees, ECA fees and/or childcare fees) and comes with a payment deadline of 15 days. Once this new payment deadline has passed, the LFKL reserves the right to deny access to the School to the students involved, while also initiating litigation procedures for the amount due. Any non-payment case that cannot be resolved is automatically referred to the LFKL's lawyers for legal action to be taken. If payment is not made before the end of the invoicing period, this may result in the student being removed the following term.

However, special arrangements for payment may be requested in exceptional circumstances by contacting the Finance and Administration Director (<u>daf@lfkl.edu.my</u>) who will try to reconcile the temporary difficulties a family may be experiencing and the School's operational requirements. Any arrangements accepted by the LFKL require a written letter of commitment from the family in question. If you think this applies to you, we ask you to get in touch with us before the due date for the first invoice, if possible.

If the family fails to comply with the payment schedule granted, the above-mentioned litigation reminder procedure will be implemented.

Any delay in payment involving tuition fees, ECA fees or childcare fees will result in one or both parents being barred from taking part in LFKL representative bodies (Board of Governors, School Council, Class Council, various committees, etc.).

In accordance with the statutes of LFKL Henri Fauconnier Bhd, no parents (company members) have the right to vote at a general meeting if any of the annual fees that they owe the School have not been paid in full. The reference date for deciding eligibility to vote is seven (7) days before the date of the general meeting.

#### 6. Grants awarded by the French government

Students who are French nationals registered with the French Consulate may be awarded a grant, subject to the family's income and assets (contact the Consulate for more information). After consulting the local grants committee, the AEFE will decide on the award and amount. The grant application file, available on the Embassy website, should be completed:

- At the start of the school year for new arrivals, for the current school year
- In January/February for other students, for the next school year.

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For your application to be considered, we strongly recommend that you comply with the deadlines for submitting the file. Families who have applied for a grant (please send proof of submission by e-mail to: compta@lfkl.edu.my) are exempt from paying tuition fees until the grants committee's decision, approved by the AEFE, is known. Fees that then become due following the AEFE's confirmation (in the case of a rejected or partial grant) are payable in full within 15 days of a written reminder sent to families.

The litigation reminder procedure is the same as for tuition fees (see paragraph 5).

# 7. Final departure

To enable the School to successfully adapt the organisation to actual staffing levels, families are requested to inform management as early as possible if their child may be leaving the School for good, even if this is not yet certain (this information will have no consequences for the child and his/her family in the event that the child does not actually end up leaving the School).

When it is confirmed that your child is leaving, we ask you to send a request for withdrawal by e-mail to: <u>secretariat@lfkl.edu.my</u>, clearly stating the last day of class. Where possible, please send the request at least one month before the end of the invoicing period prior to the child leaving, and before 31 May if the child is leaving at the end of the last term).

When the child finally leaves, the school record, medical record and the administrative document needed to enrol at another school (*exeat*) will be given to the family.

Before leaving, the family must pay all sums due (tuition fees, reimbursement for lost or damaged books, if applicable, according to the rates displayed in the library, ECA, etc.) and return any manuals and documents borrowed from the library. Failure to do so will result in outstanding amounts being deducted from the deposit.

If any fees are not paid when the child actually leaves the School, the amount of the unrecovered debt will be stated on the *exeat* document (provision set out in the AEFE circular of 16 March 2015 on the recovery of school fees).