



TERMS AND CONDITIONS

A Introduction

- 1 **These Terms and Conditions** form part of the Stamford – Student contract and form the basis of a legal contract for educational services.
- 2 **Documents referred to:** Before joining the School, Parents and Students receive a copy of the Financial Conditions (these appear in the Admissions Handbook). The Parent/Student Handbook, the Data Protection Policy and the Complaints Procedure are available upon Stamford's acceptance of the Student. Parents also have an opportunity to see any of the other documents referred to in these Terms and Conditions on request.

B Terminology

- 3 "School"/"We"/"Us" means Stamford American International School Pte. Ltd. trading as Stamford American International School. Stamford American International School Pte. Ltd. is constituted as a private company limited by shares under the Singapore Companies Act, Chapter 50.
- 4 "**Chief Education Officer Asia**" means the Chief Education Officer Asia for Cognita as may be appointed from time to time by Stamford American International School Pte. Ltd. or by its parent, Cognita Asia Holdings Pte. Ltd.
- 5 "**The Education Management Committee**"/ "**The Management Committee**" means the senior management team of Stamford American International School who are appointed from time to time and who are responsible for governance of the School. (A list of Education Management Committee members is available upon request)
- 6 "**The Supervisor of the Management Committee**"/ "**The Supervisor**" is the Management Committee member designated by the Management Committee from time to time to be responsible for the management and organization of the School and that expression includes those to whom any duties of the Supervisor or of the Education Management Committee have been delegated.
- 7 "**The Superintendent(s)**" is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Superintendent(s) have been delegated.
- 8 "**Parent(s)**"/"**Guardian(s)**"/"**You**" means any person who has signed the acceptance statement on the Application for Admission Form and/or the Confirmation of Acceptance Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.
- 9 "**Student**" is the child named on the Application for Admission Form. The age of the Student will be calculated in accordance with United States' and international school practice. The Student needs to be eligible to reside in Singapore with the appropriate immigration pass, e.g. Dependant's Pass, Student Pass. Singapore citizens need approval from the Ministry of Education to be eligible to enroll in the School.
- 10 "**School Year**" means the consecutive weeks of time when the Student is in class receiving classroom instruction from Teachers and attending educational activities within and outside the School, including camps, field trips, excursions and off site activities. The School Year commences in August and ends in June each year, with vacation periods such as Fall Break, Spring Break and Holiday as defined in the School's calendar during the year. The School reserves the right to vary its academic year from time to time to suit the best interests of the School community.
- 11 Any capitalized terms used in these terms and conditions that are not defined herein shall have the meanings ascribed to them in the Stamford – Student Contract.

C Admission and Entry to the School

- 12 **Application and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Application for Admission Forms has been completed and received by us and the non-refundable Application Registration Fee has been received by the School. Admission will be subject to the availability of a place and the Student and Parents satisfying the admission requirements at the time. "**Admission**" occurs when Parents accept the offer of a place. "**Entry**" is the date when a Student attends the School for the first time under this contract.
- 13 **Entry Considerations:** Parents agree to fully disclose citizenship, learning needs or other information relating to the application of the Student. The School will need to assess the Student's level of English Language proficiency and/or academic level. Parents and/or legal guardians and/or local guardians will also be required to execute the applicable declaration and undertaking form(s) in such form and manner as may be prescribed by the School from time to time, failing which the School is entitled to withdraw the offer of a place or exclude the Student from the School without refund of any Fees. The Student may be required to take a test or to be interviewed to determine this. If a test is required, all test responses must be those of the child and if it becomes apparent that this has not been the case, the School is entitled to withdraw the offer of a place or remove the Student from the School without refund of any Fees. The School may also determine on a case by case basis whether English as a Learned Language support is required as a condition of continued enrollment.
- 14 **Withholding Information:** If it subsequently becomes apparent that information considered reasonable for consideration for entry to the School has been withheld, is inaccurate or falsified, the School has the right to exclude the Student from the School without refund of any Fees.
- 15 **Disclosure of Nationality:** Parents are required to fully disclose the nationality/citizenship status of all applicants – including dual nationality. Specifically, any applicant who holds Singapore citizenship, either by birth or registration, must declare this information at the time of the application, as approval from the Ministry of Education is required before Entry. After Entry, any change in the nationality and residency status must be notified in writing to the School.
- 16 **Singapore Citizens and Permanent Residents (PR's):** Singapore citizens holding dual citizenship may not make an application based on their non-Singaporean status. Permanent Residents, who are non-Singaporean, do not require a Ministry of Education waiver. Children who become Singapore citizens will only be able to retain their place at the School after the Ministry of Education has issued a waiver.
- 17 **Non Singapore citizens and Non-Permanent Residents (PR's):** Admission and continued enrollment at the School is conditional upon the Student having a valid Student's Pass, Dependant Pass or other Pass issued by the Immigration Department of Singapore. Any changes in the parent's employment and/or expiry of relevant Pass or change in immigration status of the Student must be notified to the School. Students must be legally permitted to reside in Singapore to remain enrolled at the School.

D Student Welfare

- 18 **Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's legal rights and freedoms which must, however, be balanced with the lawful needs and rules of our school community and the legal rights and freedoms of others.
- 19 **Complaints:** Any question, concern or complaint about the Student welfare or safety of a Student must be notified immediately to a member of the staff or in the case of a grave concern must be notified in writing to the Superintendent and/or by telephone and fax in a case of emergency. A copy of the school's current Complaints Procedure is contained within the school's handbooks.
- 20 **Student's Legal Rights:** Under Singapore law, a person under 21 years of age is considered a minor and the parents/local guardians are responsible for the Student. The decision making rights of a minor vest in the parents/local guardians. Where parents of the Student are

- divorced/separated, the School will follow an order of court to determine the party/parties that has/have custody of the Student and therefore, is responsible for making decisions for the Student.
- 21 **Superintendent(s)' Authority:** The Parents authorize the Superintendent to take and/or authorize in good faith all decisions which the Superintendent considers on proper grounds will safeguard and promote the Student's welfare. The Parents authorize the Superintendent to consent on behalf of the Parents to the Student receiving emergency medical treatment if the Parents cannot be contacted at the time consent is required. The Parents accept that all direct and incidental expenses incurred for the emergency treatment will be the responsibility of the Parents. In the event of an emergency situation involving the Student, the Parent/local guardian appointed by the Parent authorizes the School to make decisions on their behalf for the Student if reasonable attempts made by the School to contact the Parent/local guardian are unsuccessful.
- 22 **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a Student in distress or to maintain safety and good order, or in connection with the Student's health and welfare.
- 23 **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Student, any history or diagnosis of a learning difficulty on the part of the Student or any member of his/her immediate family, or any family circumstances or court order which might affect the Student's welfare or happiness, or any concerns about the Student's safety.
- 24 **Special Precautions:** The Superintendent needs to be aware of any matters that are relevant to the Student's safety and security. The Superintendent must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Superintendent, acting in a proper manner, considers such exclusion to be in the best interests of the Student or of the School.
- 25 **Leaving School Premises:** Student must seek permission to leave the School grounds and adhere to the procedures in the School Policy. The Parents agree that the School is entitled to prevent a Student leaving the premises during school hours where prior arrangement was not made and until such time as the express permission of the Parents is obtained. The School will do all that is reasonable to ensure that the Student remains in the care of the School during school hours but we cannot accept responsibility for a Student who leaves school premises whether or not in breach of School Policy.
- 26 **Residence during the School Year:** Students are required during the School Year to live with a parent or legal guardian or with a local guardian acceptable to the School. The Superintendent must be notified in writing immediately if a Student will be residing during the School Year under the care of someone other than a parent. The School will not usually accept a Student who is not living with their parents or legal guardian. The School may accept a Student who is residing with a close relative. This is at the School's discretion and the School will only consider accepting such an arrangement if the Student's Parents and local guardian(s) have first executed the applicable declaration and undertaking form(s) in the form and manner as may be prescribed by the School from time to time. The School reserves the right to exclude the Student from the School or require the removal of any Student who resides or intends to reside with someone other than a parent who the School deems to be unsuitable.
- 27 **Absence of Parents:** When both Parents will be absent from the Student's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult, other than a domestic helper, who will have the care of the Student.
- 28 **Communication with Parents:** With the exception of communication regarding cancellation, withdrawal and notice of withdrawal the School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless other arrangements are made and any communication from the School to any such person as having been made to each of them.
- 29 **Local Guardians:** A Student of any age whose Parents are resident outside Singapore must have an local guardian in Singapore who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authority when necessary. Local guardians must also be acceptable to the School – in most cases this means a close relative of suitable maturity. In such arrangements, the Student's Parents and local guardian(s) must execute the applicable declaration and undertaking form(s) in the form and manner as may be prescribed by the School from time to time, failing which the School is entitled to exclude the Student from the School or require the removal of the Student from the School without the refund of any Fees. In the event that the School discovers that the Student's Parents and/or local guardian(s) has made a false or untrue declaration, or failed and/or refused to comply with any of the undertakings provided to the School, the School is entitled to exclude the Student from the School or require the removal of the Student from the School without the refund of any Fees.
- 30 **Photographs and Email Addresses:** Parents consent to the School using Students' work, photographs of the Student and other material for purposes such as publicizing the School and its students' accomplishments. Parents further consent to the School's affiliate sending newsletters and other information and promotional materials to the Parents' email address as provided to the School, for purposes of marketing its education or related services.
- 31 **Transport:** In the event that transport is arranged by the School for a School event, the Parents' consent to the Student travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 32 **Student's Personal Property:** Students are responsible for the security and safe use of all their personal property. Parents are responsible for labeling all personal property. Parents are responsible for insurance of the Student's personal property while at the School or on the way to and from School or any school-sponsored activity away from School premises.
- 33 **Liability:** Save where the School is found to be grossly negligent or guilty of gross misconduct causing personal injury, loss or damage, the School shall not be responsible to the Student or Parents / Legal Guardians / Local Guardians for any personal injury suffered, or damage to or loss of any property belonging to the Student or Parents / Legal Guardians / Local Guardians, on School premises. The School cannot be responsible for any personal injury and/or loss or damage suffered by the Student or Parents / Legal Guardians / Local Guardians outside of the School's premises.

E Health and Medical Matters

- 34 **Medical Declaration:** Parents must complete a form of medical declaration on application concerning the Student's health and must inform the Superintendent in writing if the Student develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases.
- 35 **Medical Care:** Parents must comply with the School's quarantine regulations as varied from time to time. Parents are also asked to inform the School if they or the Student have travelled to or have been in transit in a country with a known contagious or communicable disease, illness or virus, particularly when the Parent or the Student have been at risk of exposure to such.
- 36 **Student's Health:** The Superintendent may at any time require a medical opinion or certificate as to the Student's general health where the Superintendent considers that necessary as a matter of professional judgment in the interests of the child and/or the School.
- 37 **Medical Information:** Throughout a Student's time at the School, the School shall have the right to disclose information about the Student if considered to be in the Student's own interests or necessary for the protection of other members of the school community. Such information will be given and received on a "need-to-know" basis.
- 38 **Medical closure:** In the event of a medical event or circumstance within or affecting Singapore that requires the School to be closed by the relevant authorities of the Singapore government, the School will not be obliged to refund all or any part of the Fees for any period of closure before or after any such event. In this situation the School will make arrangements, where practicable, to ensure continuity of your child's education.
- 39 **Liability:** The School maintains insurance for customary insurable risks including comprehensive liability and coverage for school property.

The school maintains a student based insurance policy for every Student, consistent with the CPE Edutrust Scheme minimum requirements, for school based activities and needs. It is the responsibility of Parents to provide any additional comprehensive medical and accident insurance, as well as personal property insurance, for their children and their possessions.

F Educational Matters

- 40 Organization:** We reserve the right to organize the curriculum and its delivery in a way which, in the professional judgment of the Education Management Committee, is most appropriate to the school community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of gender, nationality and language as well as abilities and aptitudes among the Students and may take into account management of class dynamics. Any parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's advisor or teacher, or any other appropriate member of staff, as soon as possible, or contact the Superintendent or the Supervisor in the case of a grave concern.
- 41 Progress Reports:** The School monitors the progress of each Student and reports regularly to Parents by means of full written reports and Parent/Teacher conferences. Records, reports and recommendations will not be released until all financial obligations of the Parents to the School have been met.
- 42 Examinations and Tests:** The Superintendent may, after consultation with the Parent and Student, decline to enter a Student's name for an examination or achievement test if, in the exercise of professional judgment, the Superintendent considers that the Student's performance is below the standard required for that examination or that by doing so the Student's prospects in other examinations would be impaired and/or if the Student has not prepared for the examination with sufficient diligence, for example, because the Student has not worked or studied in accordance with advice or instruction from the staff.
- 43 Reports and References:** Information supplied to Parents and others concerning the progress and character of a Student, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Records, reports and recommendations will not be released until all financial obligations have been met.
- 44 Information about Individual Learning Needs:** Parents must state on the application for admission if they are aware or suspect that a Student has an individual learning need and the Parents must provide us with copies of all written reports and other relevant information. Any fees for assessments that may be required to determine individual learning needs of Students are charged as an extra cost. Developmental teaching and other learning support provided by the School will also be charged as an additional fee. In some cases, based on the School's assessment or at the discretion of the Superintendent, this learning support will be mandatory and a condition of continued enrollment. After acceptance, Parents will be asked to withdraw the Student, if, in the professional judgment of the Superintendent and after consultation with the Parents and with the Student (where appropriate), the School cannot provide adequately for a Student's individual learning needs. This is defined as "**Removal**", which means that the Student has been required to leave ("**asked to leave**") the School permanently. Please refer to Section G "Removal in Other Circumstances" and "Fees Following Removal" for further details.
- 45 Information about English as a Learned Language:** Parents must state on the application for admission if they are aware that the Student's level of English proficiency may not be sufficient. Parents agree to provide documentation and agree to have the Student complete tests or activities to allow the School to assess the Student's level of English proficiency. Where the School can provide for the Student, English as a Learned Language support will be provided by the School and will be charged as an additional fee. In some cases, based on the School's assessment or at the discretion of the Superintendent, this learning support will be mandatory and a condition of continued enrollment. After acceptance, Parents may be asked to withdraw the Student if in the professional judgment of the Superintendent and after consultation with the Parents and with the Student (where appropriate), the School cannot provide adequately for a Student's language learning needs. This is defined as "**Removal**", which means that the Student has been required to leave ("**asked to leave**") the School permanently. Please refer to Section G "Removal in Other Circumstances" and "Fees Following Removal" for further details.
- 46 Withholding information:** If it subsequently becomes apparent after admission that any information regarding learning support or individual learning needs or the level of English proficiency has been withheld, or falsified, during the application process, it will lead to the immediate removal of the Student from the School without refund of any fees.
- 47 Progression through the School:** It is assumed that each Student who satisfies the relevant academic and disciplinary criteria at the time will progress through each grade level at the School. Parents will be consulted in advance if there appears to be any reason why the Student may be refused a place in the next grade level of the School. Parents must give notice in writing in accordance with the Provisions about Notice (in Section H) if they do not intend that their child proceed to the next grade level of the School.
- 48 School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of a Student in conjunction with any member of staff and/or other Students at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Student's role in the creation/development of intellectual property.
- 49 Camps, Field Trips and excursions:** The School provides a camp program that is a fundamental component of the school curriculum. Annual camps and curriculum camps are a compulsory element of the curriculum and all students in these year levels are expected to participate. In addition to the compulsory camps mentioned above there are further opportunities that are voluntary in nature. Students may also be involved in school excursions. Curriculum excursions for individual subjects are designed to fulfil curriculum field work components. It is expected that all students will participate in excursions as they are an integral component of the curriculum. Parents will be required to provide the School with current passport copies, visa copies and a completed Camp Medical form for each of their children prior to these camps taking place. The cost of the camps and excursions will be payable in advance in addition to Fees. The Student is subject to school discipline in all respects while engaged in a school camp or excursion. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Student's safety and welfare, or to respond to breaches of discipline, will be chargeable to the Parent.

G Behavior and Discipline

- 50 School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Education Management Committee to the Supervisor and/or the Superintendent. The Parents accept that the Supervisor and/or Superintendent is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of a Student is at issue or to protect the welfare of each Student and the School community as a whole.
- 51 School Rules:** The School Policies which apply are set out in the Parent/Student Handbook, other documents published from time to time will be provided to the Parent upon the Student's acceptance and will also be made available on the School's website. Parents are requested to read these documents carefully with the Student.
- 52 School Discipline:** The Parents hereby confirm that they accept the authority of the Supervisor and/or Superintendent and of other members of staff on the Supervisor's and/or Superintendent's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Student and the school community as a whole. The School's disciplinary policy which is current at the time applies to all Students when they are on school premises or in the care of the School, or otherwise representing or associated with the School. These policies may undergo reasonable change from time to time but will not authorize any form of unlawful activity. The Parents acknowledge that

disciplinary policies may require a Student to undertake menial but not degrading tasks on behalf of the school or external community, withdrawal of privileges including off-campus privileges, suspension, or alternatively being removed or expelled.

- 53 **Parental Behaviour & Conduct:** Parents accept that they have a responsibility to act as role models for their children, and those of the school community. Parents confirm they accept the role, responsibility and ultimate authority of the Supervisor and / or Superintendent within the school community. If after investigation by the Supervisor and / or Superintendent, an opinion is formed of a parent's conduct, behaviour and actions (or lack thereof) being inconsistent with the school's Terms and Conditions, or that a parent has acted in an unreasonable or threatening manner toward either a Student, staff member or parent of the school community, or has failed to act, communicate or participate within reasonable expectations of the school, a student's enrolment placement will be withdrawn with immediate effect. The Supervisor and / or Superintendent or the school is under no obligation to divulge the content or source of any information acquired during the course of the investigation which has led to the withdrawal of the Student's enrolment. Any such Student or family withdrawn from the school enrolment has no right of entry into the school premises without the written permission of the Supervisor and / or Superintendent.
- 54 **Investigative Action:** A complaint or rumor of misconduct will be investigated. A Student may be questioned and his/her locker or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's legal rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by a parent, legal guardian or local guardian or a teacher of the Student's choice.
- 55 **Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Student in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents, legal guardian or local guardian so that they can attend a meeting with the Supervisor and/or Superintendent before a decision is taken in such a case. In the absence of a parent, legal guardian or local guardian, the Student will be assisted by an adult (usually a teacher) of his/her choice.
- 56 **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of Students or others who have given information which has led to the complaint or which the Superintendent has acquired during an investigation.
- 57 **Drugs & Alcohol:** Parents agree to have the Student comply with the School's Drug and Alcohol Policy and any drug testing procedures that may be implemented for Students in Grade 6-12. Please refer to the Parent/Student Handbook for more information on this policy.
- 58 **Terminology:** In these Terms and Conditions "*Suspension*" means that a Student has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation. "*Withdrawal*" means that the Parents have withdrawn the Student from the School. "*Expulsion*" and "*Removal*" mean that the Student has been required to leave the School permanently in the circumstances described below. "*Exclusion*" means that the Student may not return to School until arrears of Fees have been paid. "Exclusion" may also be used as a general expression covering any or all of the other expressions defined in this clause.
- 59 **Expulsion:** A Student may be formally expelled from the School if it is proved on the balance of probabilities that the Student has committed a very grave breach of school discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Superintendent shall act with procedural fairness in all such cases. Parents will be given a copy of the review procedure current at the time. The Superintendent's decision may be subject to an independent or Management Committee review, if requested by a Parent. The Student shall remain away from school pending the outcome of the Review (see "Management Committee Review" below).
- 60 **Fees after Expulsion:** If the Student is expelled, there will be no refund of the Fees for the current or past School Year. There will be no charge of fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable. No records, recommendations or reports will be released until all financial obligations of the Parents to the School have been met.
- 61 **Removal in Other Circumstances:** Parents may be required, during or at the end of a School Year to remove the Student, temporarily or permanently from the School, if, after consultation with a Student and/or parent, the Superintendent is of the opinion that by reason of the Student's conduct or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Student as an alternative to removal being required. The Supervisor shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and Parents as well as those of the School (see "Management Committee Review" below).
- 62 **Fees Following Removal:** If the Student is removed or withdrawn in the circumstances described above, the rules relating to Fees shall be the same as for expulsion.
- 63 **Management Committee Review:** Parents may ask for a Management Committee Review of a Superintendent's decision to expel or require the removal of a Student from the School (but not a decision to suspend a Student unless the suspension is for 11 school days or more, or would prevent the Student from participating in a compulsory activity such as an examination). The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parents. Parents will be entitled to know the names of the Management Committee Members who make up the Review Panel and may ask for the appointment of an independent panel member nominated by the School and approved by the parent (approval not to be unreasonably withheld). If the Management Committee upholds the decision of the Superintendent, the parents may ask for a Review of the Management Committee's decision by the Chief Education Officer Asia. The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parents.
- 64 **Review Procedure:** The Superintendent will advise the Parents of the procedure (current at that time) under which such a review will be conducted by a panel of Management Committee Members. If Parents request a Management Committee Review, the Student will be suspended from School until the decision to expel or remove has been set aside or upheld. While suspended, the Student shall remain away from School and will have no right to enter school premises during that time without written permission from the Superintendent. A Management Committee Review will be conducted under fair procedures in accordance with the requirements of natural justice. If the parents ask for a Review of the Management Committee's decision, the Student will be suspended from the School until the decision to expel or remove has been set aside or upheld. The Chief Education Officer Asia's Review will be conducted under fair procedures in accordance with the requirements of natural justice.
- 65 **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to expel or remove a Student must be made in accordance with the School's published complaints procedure, a copy of which is available on request or contained within the school's handbooks. Every reasonable complaint shall receive fair and proper consideration and a timely response.

H Provisions about Notice

- 66 **Notice** to be given by Parents means (unless the contrary is stated in these terms and conditions) written notice addressed to and received by the Director of Admissions by the relevant Notice Dates specified in the Admissions Handbook for the current year. It is recommended that parents consult with the Admissions Office before giving notice to withdraw a Student.
- 67 **Notice Dates:** Notice Date 1 is no later than May 1 and Notice Date 2 is no later than October 1 (or each as revised and updated in the Admissions Handbook and School Website). Written notice must be received by the Admissions Office on or before these Notice Dates, and a Withdrawal Form must be completed. Please note that email notification is preferred.
- 68 **Notice** must be given in writing by the Notice Dates 1 or 2, whichever is applicable, if the Parents wish to cancel a place which they have accepted, or if Parents wish to withdraw a Student who is enrolled at the School during the Academic Year.
- 69 **Cancelling Acceptance:** If the Parents cancel their acceptance of a place by the Notice Date required and before the Student was due to commence at School any Course Fees paid in advance will be refunded. If the Parents cancel their acceptance of a place after the Notice Date required or the Student does not join the School after a place has been accepted and not cancelled, Course Fees paid in advance will not be

refunded. However, if Parents have paid the Course Fees in advance in an annual payment, the second semi-annual installment will be refunded. Cases of serious illness or genuine hardship may receive special consideration upon written request.

- 70 **Re-enrollment:** It is assumed that a Student attending the School, who has fulfilled the relevant criteria, will be returning for the start of the following Academic Year unless written notification of withdrawal is received by the Director of Admissions by Notice Date 1.
- 71 **Failure to provide Notice:** If a Student is withdrawn without providing Notice by the relevant Notice Dates or excluded for more than twenty-eight days for non-payment of Fees, Course Fees will not be refunded in whole or in part. Parents who have made an annual Course Fee payment may receive a refund on the second installment provided notice is given in accordance with School policy. The Application Facility Fee and Application Registration Fee are one time payments. The Application Facility Fee is non-refundable in all circumstances and the Application Registration Fee is non-refundable except in limited circumstances.
- 72 **Termination by the School:** The School may terminate this agreement by providing written notice sent by ordinary post on or before the applicable Notice Date or at any time in a case involving expulsion or required removal. The School will not terminate the contract without good cause and full consultation with Parents and Student (if of sufficient maturity and understanding), and would offer the Parents a Management Committee Review of a decision to terminate an application. Course Fees would be refunded on a pro rata basis without interest less any outstanding balance of the account.

I Fees

- 73 **Meaning:** "Fee" and "Fees" where used in these terms and conditions include each of the following charges where applicable: Application Registration Fee; Application Facility Fee; Course Fees; Fees for extra tuition or special programs; other extras such as, PE uniform and equipment, photographs and other items ordered by the Parent or the Student and charges arising in respect of field trips or excursions, and damage where a Student alone or with others has caused loss or damage to school property or the property of any other person (fair wear and tear excluded), late payment charges if incurred and Fees in lieu of notice if timely written notice of withdrawal or cancellation has not been given.
- 74 **Payment:** The Parents undertake to pay the Fees applicable in each School Year as set out in the Stamford – Student contract. The Course Fees are due in either one installment on May 1 or two semi-annual installments due on May 1 and October 1. The payment of other School Fees are payable on acceptance or by May 1 for returning Students. Fees for any Student commencing after the commencement date of a semester (off cycle entry) shall be payable immediately. If one or more items on the bill are under query, the balance of the bill must be paid. No Student shall commence at the School until all applicable Fees have been paid.
- 75 **Application Registration Fee:** The Application Registration Fee payable for each Student application should accompany the Application for Admission form to apply for enrollment at the School. Returning Students will not be required to pay the Application Registration Fee if they reapply within 12 months of leaving the School. If the Parent wishes to change the proposed entry date prior to an offer being made by the School, the Application Registration Fee is valid for a period of 12 months from the date the original application was received. After this it will be necessary to pay the Application Registration Fee again. The Application Registration Fee is not refundable for any Students who are accepted into the School but later decline or cancel their acceptance. Please refer to the Stamford – Student contract for further details.
- 76 **Non-Refundable Application Facility Fee:** Once an offer is made by the School and accepted by the Parent, the Non-Refundable Application Facility Fee is payable per Student as set out in the Stamford – Student contract prior to commencement at the School. Notwithstanding that the Application Registration Fee is waived for students who return within 12 months of leaving the School, the Application Facility Fee will be payable for such returning Students in all cases.
- 77 **Goods and Services Tax (GST):** GST at the prevailing rate will be applied to all School Fees and will be reflected on the School's invoice where it applies. The School is registered with the Comptroller of Goods and Services Tax. The School's registration number is 200823594D. The GST rate established as of July 1, 2007 is 7%. The School is required to pass on and adjust Fees and charges for any changes to the GST rate that may be imposed by the Government of Singapore.
- 78 **Refund/Waiver:** Refund of Fees will only be made in circumstances set out in clause 2.1 and Schedule D of the Stamford – Student contract.
- 79 **Exclusion for Non-Payment:** The right is reserved on written notice to exclude a Student while Fees are unpaid. A Student who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion. Fees in lieu of notice will be payable in accordance with the Provisions about Notice in **Section H**. Any collection fees or legal fees incurred will be included in the amount due.
- 80 **Late Payment:** Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month which is a genuine pre-estimate of the cost to the School of a default. Checks and other instruments delivered at any time after the due date will be presented immediately and will not be considered as payment until cleared.
- 81 **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only by prior agreement with the Director of Finance. Late payment charges will be applied to any unpaid balance of Fees.
- 82 **Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.
- 83 **Payment of Fees by a Third Party:** An agreement with a third party (such as a company or grandparent) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Director of Finance. The School reserves the right to refuse a payment from a third party. A Letter of Guarantee needs to be completed and authorized by the third party. Parents are responsible for keeping the third party informed of all information regarding the fees and payment conditions. Any refunds for Fees originally paid by a third party will be refunded to that third party unless a written authorized request is received from that third party expressly authorizing in writing that the refund is to be made to a named parent of the Student or to that Parent's authorized representative.
- 84 **Installment Arrangements:** An agreement by the School to accept payment of current and/or past Fees by installments is set out within the Stamford-Student Contract schedule B. Deviation from the schedule B installment timelines is discretionary under the authority of the Director of Finance. Any such agreement will require a supplementary installment agreement to be signed by all parties, including the Director of Finance on behalf of the school. Any supplementary agreement will cease automatically in the event of any default for 30 days or more, upon which the full installment, as per schedule B will be payable forthwith as a debt, with interest to accrue for late payment as per schedule C Miscellaneous Fees.
- 85 **Scholarships/Financial Aid:** Every scholarship or financial aid or other award or concession is a privilege and is subject to high standards of attendance, diligence and behavior on the Student's part and to the Parents' treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. The value of a scholarship shall be deducted from Fees before any financial aid or other concession is calculated or assessed. Late payments of the Fees may disqualify the award.
- 86 **Fee Increases:** Fees are reviewed annually. The revised Fees for each School Year will typically be reviewed in April each year (Review Date) and parents will be notified of the revised Fees from April each year and invoiced by the School accordingly. The payment of the School's invoice setting out such revised Fees shall constitute unequivocal acceptance of the revised Fees by the Parents. For the avoidance of doubt, as the School operates on a rolling admissions basis throughout the year, Fees (including Course Fees) advised to Parents at the time of application may not reflect actual Fees payable prior to commencement at the School. Academic Field Studies Fees Application Fees and Application (Facility) Fees are non-refundable in all circumstances
- 87 **Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees. Due to the Fee amounts involved, payment by cash is not accepted and direct bank transfer or cashier's checks should be used in these instances.

J Events beyond the control of the Parties

- 88 Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 89 Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 90 Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 89 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

K General Contractual Matters

- 91 Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions, in addition to the individual Stamford-Student Contract entered into between the School, the individual student and his/her parents, for each year of enrolment whilst attending the School.
- 92 Personal Data:** The School collects, uses, discloses, processes, transfers and/or retains personal data concerning Students, Parents / Legal Guardians for all matters connected to the Student's enrolment in the School in accordance with its Data Protection Policy. Parents / Legal Guardians hereby consent to the collection, use and/or disclosure of the Student's and their personal data in accordance with the terms of the Data Protection Policy.
- 93 Change:** The benefit and burden of this agreement may be freely assigned, novated or transferred to another party at the discretion of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time. Parents shall be responsible to make payment of Fees and acknowledge that actual Fees payable by the parent will only be advised to parents prior to the commencement at the school and the Fees payable by the parents may differ from the Fees quoted at the time of enrolment.
- 94 Severability:** Whenever possible, each provision of this contract shall be interpreted in such a manner as to be effective and valid under the applicable law. In case any part of this contract shall be declared invalid, illegal, or otherwise unenforceable under the applicable law, the validity or enforceability of any other provision of this contract shall not in any way be affected or impaired thereby and the invalid, illegal or otherwise unenforceable provision shall be severed and deemed deleted from this Agreement.
- 95 Representations:** Our website and other marketing materials describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the website and other marketing materials are not part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the website, other marketing materials or a statement made by a member of staff or a Student during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.
- 96 Confidentiality:** The Parents' consent on behalf of themselves and the Student that the School, its officers and staff may obtain, hold, use and communicate, confidential information which, in their sole opinion, is material to the safety and welfare of the Student and others. The Parents' consent to the School communicating with any other school which the Student has attended, or currently attends or which a Parent proposes the Student should attend about any matter concerning the Student or the payment of fees. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Student may have. The School reserves the right to monitor the Student's e-mail communications and internet. The confidentiality obligation of the School shall not apply to (i) any information which becomes generally known to the public (ii) any information which is, at the time of disclosure, legally in the possession of the School or (iii) any information which is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or government authority or rules or regulations or policies of any government body.
- 97 Interpretation:** These terms and conditions which supersede those previously in force will be construed as a whole, and headings (unless required to make sense of the immediate context) are for ease of reading only and are not otherwise part of the terms and conditions. Examples given in these terms and conditions are by way of illustration only and are not exhaustive.
- 98 Jurisdiction:** This contract is governed by Singapore law and the parties submit to the exclusive jurisdiction of the courts of Singapore.

L Personal Data Collection Statement

- 99 Background:** The School must comply with the Singapore Personal Data Protection Act 2012 ("PDPA") relating to the collection, use, disclosure and security of your personal data. The PDPA recognises your rights to access and correct your personal data held by the school as well as the needs of the school to collect, use and disclose your personal data for the legitimate purposes of the school.
- 100 Purpose:** Personal data that is collected about you and your family (including you and your child's identity documents, contact details, date of birth, marital status, medical information and bank information) may be collected, used, disclosed or processed for the following purposes: (1) to determine eligibility for enrolment at the school (2) assessing, monitoring, reporting on student progress (3) monitoring students' use of ICT to ensure compliance with the schools' acceptable use policy (4) provision of online services to the students and parents such as Firefly or bus tracking and monitoring services (5) responding to your questions and feedback (6) application to the relevant Singapore authorities for relevant approvals or student passes for enrolment at the school (7) teaching or activities through field trips, concerts and performances, co-curricular activities or inter-school activities (8) to provide academic references or educational history to any third party (9) billing and finance (10) supply of goods and services to parents and students which the School or third parties on behalf of the School may offer including but not limited to transport services, food services, medical services, or travel related services (11) supply of administrative, computer data storage or processing services by the School or a third party service provider either in Singapore or overseas (12) conducting surveys of parents and students either by the school or a third party on behalf of the school to assess the performance of the school as a whole (13) safeguarding and promoting the welfare of students, parents and staff (14) ensuring all relevant legal obligations of the school, parents, students and staff are complied with (15) make use of photographs, videos or sound recordings of students in School publications, website or other external media (16) maintaining relationships with students and parents of the school for fundraising, marketing or promotional purposes by the school and its affiliate organisations (17) promoting the School and its affiliates such as Camp Asia to existing and prospective families such through post, email or sms (18) all other matters relating to your child's enrolment and education at the School or operation of the School that the Schools deems necessary or reasonable.
- 101 Consent:** You consent to the collection, use and disclosure of your personal information and your child(ren)'s personal information for the purposes set out in section 100 above.
- 102 Access and Correction:** You have the right to request to access and/or correct the personal data held about you and your child(ren) by the School and the School shall respond to such request as soon as reasonably possible. You may contact the School in writing (together with proof of your identity) to confirm whether and how the school has used or disclosed your or your child(ren)'s personal data (up to the last 1 year before the date of your request), request that any errors or omissions in your or your child's personal data be rectified, request access to the PDPA policies of the School or request that the School make available information relating to complaints procedures that may arise in relation to PDPA. You may also withdraw your consent to the collection, use, disclosure and processing of your personal data at any time and the School will advise you of the consequences of withdrawing your consent. The School must be able to verify your identity before it can accept any access or correction requests from you and a fee may be charged for such access. The School reserves the right to decline access if the burden or

expense of providing access would be unreasonable or disproportionate, if the School is satisfied on reasonable grounds that a correction should not be made or if any of the exemptions under the PDPA are applicable. Written requests for access and correction can be made to the personal data protection co-ordinator at the School at dataprotectioncoordinator@sais.edu.sg.

- 103 Security and Retention:** The School will ensure that your personal data is always secure by implementing appropriate security measures to prevent unauthorised access, collection, use, disclosure, copying or modification of your personal data, in particular when the processing of data involves third parties. The School will only retain your and your child(ren)'s personal data for so long as there is a legitimate business or legal reason for retaining the personal data or if required by any law.