

# NORTH LONDON COLLEGIATE SCHOOL (SINGAPORE) PTE LTD

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## TERMS & CONDITIONS GOVERNING ENROLLMENT & ADMISSIONS TO NLCS (SINGAPORE)

### 1. ADMISSIONS & SCHOOL POLICIES

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The enrollment of a prospective student at the School, including the placement of the prospective student into a particular grade level, is subject to School admissions and entry policies and all other policies and procedures (including those relating to discipline and curriculum) as amended by the School from time to time. Where the School admissions and entry policies and other policies and procedures of the School are different from the terms in this contract, the terms in this contract shall apply.

### 2. ADMISSIONS DISCLOSURE & RESIDENCE

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Prospective students and their parents/guardians are required to produce valid documents for admissions purposes as prescribed by the regulatory authorities from time to time. Specific documents required will be notified at the time of admissions and will likely include immunisation records, valid passport, employment and dependent passes, or Singapore residency pass (FIN number). It is the duty of the parents and legal guardians to comply with the laws, regulations as well as any directives of the relevant authorities in relation to visa and residency, and to fully disclose the nationality, citizenship and visa status of the prospective students and their parents/guardians in order for the School to determine the students' eligibility or identify approval required to admit to the School.

### 3. CHANGE IN STATUS

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Admission and continued enrollment at the School is conditional upon the parents/guardians and students having valid documents to both reside in Singapore and attend a foreign system school. It is the parents'/guardians' responsibility to maintain valid documents for students to remain eligible for continued enrollment at the School. Parents/guardians must notify the School immediately of any changes in the parents'/guardians' or student's nationality, citizenship or visa status. Students who lose eligibility to attend the School will be withdrawn, and fees (including Course Fees and Miscellaneous Fees) may be forfeited in accordance with the Refunds Table set out in the Refund Policy.

### 4. EXEMPTION LETTER FROM MOE

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Singapore citizens aged 2 to 5 years old do not require an exemption from the Singapore Ministry of Education (MOE) to study at NLCS (Singapore), and are welcome to submit their application for admissions to Pre-Kindergarten, Kindergarten 1 and Kindergarten 2.

In accordance with Singapore law, Singapore citizens (by either birth or registration) aged 6 years old and above must be granted approval by the Singapore Ministry of Education (MOE) to study at NLCS (Singapore). NLCS (Singapore) will liaise directly with MOE on the progress of the application and update the family accordingly once an outcome has been reached. The MOE will take approximately two to eight weeks to review the application and inform NLCS (Singapore) thereafter.

## 5. WITHDRAWAL FROM ENROLLMENT BY THE SCHOOL

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If any of the following occurs, the offer of enrollment or the enrollment itself can be withdrawn or suspended or made subject to new terms and conditions: (i) the School determines that there has been any breach of the School's policies or procedures or these Terms and Conditions, or that circumstances as described in these Terms and Conditions arise that entitle the School to exclude or remove a student, or withdraw or suspend enrollment or make enrollment subject to new terms and conditions; (ii) there has been any misrepresentation or inadequate disclosure about the prospective student including disclosure of the student's or parents'/guardians' nationality, citizenship and visa status and subsequent changes thereof; (iii) the School determines at any time that it cannot reasonably meet the child's needs, this may include, without limitation, situations where the School was unable to interview the prospective student fully before offering a place to the prospective student (e.g., where the prospective student was overseas) and subsequently determines it cannot meet the child's needs. If a student's existing enrollment is withdrawn, suspended, or made subject to new Terms and Conditions for any of the aforesaid reasons, this will be done pursuant to School policy.

## 6. WITHDRAWAL FROM ENROLLMENT BY PARENTS/GUARDIANS

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Following the signing of the Student Contract, there are seven working days (the 'cooling-off' period), regardless of whether the Course Commencement Date has passed, the parents/guardians can submit a written notice of withdrawal to NLCS (Singapore) and receive the maximum refund amount (i.e. 75%) in accordance with the Refunds Table. The first of these seven working days starts the next working day after the Student Contract is signed.

<b>% of [the amount of fees paid under Schedules B and C]</b>	<b>If Student's written notice of withdrawal is received:</b>
[75%]	more than 60 calendar days before the Course Commencement Date
[25%]	before, but not more than 60 calendar days before the Course Commencement Date
[10%]	After, but not more than 7 calendar days after the Course Commencement Date
[0%]	More than 7 calendar days after the Course Commencement Date

If a written withdrawal notice is delivered to the School during a School holiday it will be deemed received by the School on the first day in session following the holiday. Refunds for course fees will be refunded in accordance with the Refunds Table set out in the Refund Policy for withdrawals after the seven working days "cooling-off" period.

## 7. REFUNDS

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For the avoidance of doubt, NLCS (Singapore) shall be under no obligation to refund the parents/guardians any fees or sums for any reason save for those set out in and solely on the terms and conditions set out in the NLCS (Singapore) Refund Policy and Student Contract.

<b>% of [the amount of fees paid under Schedules B and C]</b>	<b>If Student's written notice of withdrawal is received:</b>
[75%]	more than 60 calendar days before the Course Commencement Date
[25%]	before, but not more than 60 calendar days before the Course Commencement Date
[10%]	After, but not more than 7 calendar days after the Course Commencement Date
[0%]	More than 7 calendar days after the Course Commencement Date

Non-Refundable Fees: Capital levy, Convenience Fee for the Credit Card Payment of Termly fee, Enrollment Fee

#### **8. ATTENDANCE CONTINUAL UPON FULL PAYMENT**

The parents/guardians accept that a student's entitlement to begin or continue classes at the School is conditional upon payment in full of each term's Course Fees and all other Miscellaneous Fees for which the parents/guardians are liable. The parents/guardians shall take full responsibility to ensure that payment is made in full whether or not Course Fees and other Miscellaneous Fees are paid by the parents/guardians or the employer of one of the parents/guardians.

#### **9. ADMINISTRATION CHARGE FOR LATE PAYMENT OF SCHOOL FEES**

If the parents/guardians do not pay the Course Fees due to the School by the due date set out in the invoice, a first reminder will be sent out and an administration charge of S\$200 inclusive of GST will be imposed. If no payment is received by the fourteenth day of the first reminder, a second reminder with another S\$250 to be imposed, inclusive of GST, will be sent out. Parents/guardians will be required to pay for administration charges for the first and second reminders, even if the Course Fees are received within seven days of the second reminder.

If still no payment is received within seven days of the second reminder, in addition to any other right NLCS (Singapore) may have under this Contract including these Terms and Conditions, NLCS (Singapore) shall have the right to terminate this Contract for failure to pay Course Fees by giving written notice to the parents/guardians. NLCS (Singapore) shall have the right to terminate this Contract in accordance with the foregoing notwithstanding that this Contract has been signed by both parties and the student has yet to attend school. Upon termination, NLCS (Singapore) shall have the right to vacate the seat and make an offer to another prospective student.

#### **10. EXCLUSION FOR NON-PAYMENT**

In addition to any charges that may be imposed, the School reserves the right to exclude a student where parents/guardians fail to pay in full the Course Fees or any other sum for which the parents/guardians are liable by the payment deadline. The School may also withhold any information, character references or property in the aforesaid circumstances. If the aforesaid circumstances persist or there are no reasonable prospects of payment by the parents/guardians, the School reserves the right to withdraw the student. Without prejudice to the School's rights, the School shall endeavor to take reasonable steps to ensure that any such act does not cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the student.

## 11. STUDENT PHOTOGRAPHS

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Photographs or film of students and prospective students may appear in the School's materials, brochures, websites, social media platforms, advertisements or press releases, and such photographs may be used before, during or after the student's enrollment with the School. Parents/guardians who would not like their child to appear in any or all of these must notify the School in writing at the time of application.

## 12. PERSONAL DATA PROTECTION

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The parents/guardians hereby consent to the School collecting, using and disclosing personal data before, during or after the student's enrollment with the School, relating to the parents/guardians and the student including those personal data set out in this Contract and personal data provided in or along with the application form and such other personal data collected from time to time. The consent of the parents/guardians given herein is strictly on the condition that the foregoing personal data are required to be collected and used solely for purposes of School operations and activities that directly advance the educational and developmental potential of the student insofar as these are clearly within the curriculum for which the student is enrolled (whether relating to academic, co-curricular, cultural or sporting, activities held in Singapore in conjunction with or organised by other North London Collegiate (NLCS) Schools, affiliates of any NLCS School, or other schools whether located in or outside of Singapore. The parents/guardians further confirm that by signing this Contract, the parents/guardians are giving consent for themselves as well as on behalf of the student with respect to the collection, use and disclosure of personal data relating to them strictly on the condition above but not beyond.

## 13. TERMINATION OF THE STUDENT CONTRACT BY THE SCHOOL

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The School may at any time terminate the Student Contract and the prospective student's enrollment may be withdrawn or suspended or made subject to new terms and conditions on one term's written notice, or on less than one term's notice where the School has reason, in its opinion, to determine that exclusion or removal is required. The School shall not take such action without good cause and, where possible, full consultation with the parents/guardians and the student (if in the School's opinion the student is of sufficient maturity and understanding).

## 14. PARENTAL CONSENT

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14.1. If one parent/guardian (regardless of whether such parent/guardian is the party who has signed this Contract) of a student consents to or approves a course of action or any matter in respect of this Contract or the Student's enrollment and attendance at the School, both parents/guardians will be deemed to have given such consent or approval which shall be binding on all parents/guardians and the Student, and the School shall not be obliged to obtain the consent of all parents/guardians.

14.2 Parent/guardian signing this Contract hereby warrants and represents that he/she has full legal authority and power to sign this Contract on behalf of the Parent(s). Where this Contract is signed by a Guardian, Admissions may request and the Guardian shall provide to NLCS (Singapore) satisfactory evidence to prove that the Guardian has full legal authority and power to enter into this Contract.

14.3 Any act taken or required to be taken by the parent under this Contract shall be deemed to have been performed by both parents although performed by one parent only; and notices including withdrawal notice shall be deemed to have been duly delivered to the parents or duly submitted by the parents if delivered to or submitted by one parent only.

## 15. SCHOOL LIABILITY

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The School shall not be held liable or responsible for any personal or other injury or loss that a student, any parent/guardian or any other person may sustain at any time:-

15.1 Outside the School gates or premises including without limitation on the road, pavement or car parks outside the School, notwithstanding that School staff may be present or providing traffic control guidance at such location.

15.2 On a school bus or on a school trip save as specified in the School's bus and trips policy. In addition, all parents/guardians and students shall abide by all policies of the School including pick up and drop off policies and access policies issued by the School from time to time.

15.3 Within the School gates or premises unless such injury or loss is sustained during a School supervised activity or is directly and fully attributable to the fault or negligence of the School, the School officers or the School employees. In particular, the parents/guardians acknowledge that some School activities including without limitation sporting and playtime activities are important to the students' educational and developmental needs, but by their nature such activities may involve the risk of physical injury even though the School has taken reasonable steps to minimize the risk of injury.

15.4 Anywhere, whether within or outside the School gates or premises, in connection with any unsupervised activity or any activity partly or wholly supervised or provided by any third party other than the School.

## 16. DISCLOSURE

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Please note that it is important to declare in writing all medical, behavioral, emotional and other issues that might affect the student's life at the School. In the case of a student with special educational needs, the School shall have the right to assess at any time whether it can provide or continue to provide adequate educational care and provision. If the student has previously been asked to leave another school, this information must be provided. Failure to give full and frank disclosure in writing at any time during the application process shall entitle the School, where it is reasonable to do so having regard to the nature of the non-disclosure, to withdraw or suspend the offer of enrollment or the enrollment itself or to make the offer or enrollment itself subject to new terms and conditions with immediate effect.

## 17. MEDICAL POLICY

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Submission and declaration of student medical information is a prerequisite for application and subsequent enrollment at NLCS (Singapore). All applicants are required to submit the medical information form prior to the first day of school. It is the responsibility of the parent/guardian to notify the School of any changes to a student's medical requirements.

## 18. TECHNOLOGY ACCEPTABLE USE AGREEMENT

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All students must agree to be responsible users of digital technology and must abide by the use of ICT as outlined in the Acceptable Use Agreement. All parents and students are required to sign an NLCS (Singapore) Acceptable Use Agreement form upon enrollment.

## 19. IMMUNISATIONS

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Immunisation against both measles and diphtheria is mandatory in Singapore under the Fourth Schedule of the Infectious Diseases Act (Cap 137). Immunisations are one of the prerequisites for application and subsequent enrollment at NLCS (Singapore). All applicants are required to submit a copy of vaccination records via an online application form as part of the admissions process.

All foreign-born children aged 12 and below, are also required to provide documentary proof of vaccination or evidence of immunity for diphtheria and measles to the Health Promotion Board (HPB) for verification before

they can proceed with their applications to the Ministry of Manpower (MOM) or Immigration & Checkpoints Authority (ICA) for their long-term stay in Singapore. This requirement is applicable only to first-time applicants.

## 20. APPOINTED GUARDIAN

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If a student does not live with one or both parents, the parent must provide an appropriate living arrangement. The parent must authorise an appointed guardian to take full responsibility for the care of their child during the NLCS (Singapore) academic year. NLCS (Singapore) will accept the appointed guardian as being in loco parentis. By appointing a guardian, the parent agrees to the following:-

20.1. The parent authorises the guardian to act on his/her behalf without any reservations in dealing with NLCS (Singapore) and the parent will bear full responsibility if the caregiver fails to perform his/her duties.

20.2 The parent understands that any instruction, consent or other communication between the guardian and the School is deemed to have been communicated by the guardian to the parent and the student.

20.3. The student and/or parent shall be deemed to have agreed to indemnify the School against any liability, claim, demand, suit by or settlement with, any parent of the student in respect of any action or omission taken by the School on the instructions of the guardian.

20.4. The parent will notify NLCS (Singapore) of any change in contact details, including, but not limited to, email address, phone number(s) and home/correspondence address for himself/herself, the student or the appointed guardian.

20.5. In the case of a change in guardianship, the parent will complete a new guardianship agreement and provide the School with the updated information details prior to a change in residence/guardian arrangements.

20.6. The parent will provide all relevant medical information of the student to the appointed guardian.

**I hereby acknowledge that I have read, understand and agree to the terms and conditions set forth above.**

Signature of Parent/Guardian:

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Date:

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