



## 15. Document Title: AIS Terms and Conditions

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## AIS Terms and Conditions

1. **These Terms and Conditions** reflect the practice of International Schools across the region and they form the basis of a legal contract for educational services. The terms and conditions are intended to promote the education and welfare of each Student and the stability, forward-planning, proper resourcing and development of the School.
2. **Our website** and other School marketing materials are not contractual documents. Please see Section K for further information.
3. **Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out at Sections H & I below.
4. **Managing Change:** This School, as any other, is likely to undergo a number of changes during the time your child is a Student here. Please see Section K for further details of the changes that may be made and the consultation and notice procedures that will apply.

### A. Terminology

5. **“The School”/“We”/“Us”** means the Australian International School Pte. Ltd. which is constituted as a private company limited by shares under the Singapore Companies Act, Chapter 50.
6. **“Chief Education Officer Asia”** means the Chief Education Officer Asia for Cognita Asia Holdings Pte Ltd as may be appointed from time to time by the Australian International School Pte. Ltd. or by its Parent, Cognita Asia Holdings Pte. Ltd.
7. **“The Education Management Committee” /“The Management Committee”** means the Executive of the Australian International School who are responsible for governance of the School.
8. **“The Head of School”** is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head of School have been delegated.
9. **“The Parent(s)”/“You”** means the natural Parent(s) of the Student and any step Parent or adoptive Parent who has accepted responsibility for the Student. Parents are responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Parents are entitled to receive relevant information concerning the Student, where reasonable 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 of the Student.
10. **“Guardian(s)”** means the person(s) appointed as such by an Order of Court or the persons duly appointed and authorised by the Parents of the Student in a particular School Year.
11. **“The Student”** is the child named in the Application for Admission Form. The year level of the Student will be calculated in accordance with Australian 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. A child who is a Singapore citizen will require approval from the Ministry of Education to be eligible to enrol in the School.
12. **“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 January and ends in December each year, with vacation periods as defined in the School’s calendar found on this [website](https://www.ais.com.sg/school-life/calendar-dates/) (<https://www.ais.com.sg/school-life/calendar-dates/>). The School reserves the right to vary its academic year from time to time to suit the best interests of the School community and the School’s calendar will be updated accordingly.

13. **“Guardianship Agreement”** refers to the agreement which the Parents and the Guardians are required to enter into if the Parents will not or do not reside in Singapore with the Student for a particular School Year or any part thereof. All terms contained in the Guardianship Agreement are deemed incorporated into these Terms and Conditions and a breach of any of the terms contained within the Guardianship Agreement has same effect and consequences as a breach of these terms and Conditions. C

### B. Admission and Entry to the School

14. **Application and Admission:** Applicants will be considered as candidates for admission and entry to the School when (1) the Application for Admission Form has been duly completed, signed by a Parent and received by us and with the non-refundable Application Fee (2) the Parent attends the pre-admission interview with the School: and (3) the Parent signs the Student Contract and all other associated documentation pertaining to enrolment. Admission will be subject to the availability of a place and the Student and Parents satisfying the admission requirements at the time. Students may be placed on the waitlist if no places are available and Students are generally allocated a place in order of application but the School reserves the right to allocate places at its discretion, as vacancies become available. “Admission” occurs when Parents accept the offer of a place and make payment of all requisite School and admission related fees. “Entry” is the date when a Student attends the School for the first time under this Agreement. The Parent is responsible for obtaining the Student pass, dependent pass or associated pass required by the Student to remain in Singapore and to attend AIS and evidence of such eligibility to remain in Singapore and to attend AIS must be provided to the School before entry to the School. During the application process the Student may be required to undergo academic testing and submit prior report cards as relevant. A request for reference may also be sent by the School or Institutions previously attended by the Student.
15. **Equal Treatment:** The School is a mainstream, day School for boys and girls aged 2 months to 19 years. The School is non-denominational and welcomes staff and children from many different nationalities, ethnic groups, backgrounds and creeds, within the bounds of Singapore law. We will do all that is reasonable to ensure that the School’s culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities in order to accommodate the needs of applicants, Students and members of the staff who have disabilities for whom, after reasonable adjustments, we can cater adequately.
16. **Entry Considerations:** Parents agree to fully disclose all relevant information as may be requested by the School, including but not limited to citizenship, learning needs, educational history and family circumstances 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. Entry to the Preschool does not necessarily guarantee entry to the Junior

School, although in the vast majority of situations that will be the proposed progression. The School may also determine on a case by case basis whether English as an Additional Language support is required as a condition to admission and/or enrolment of the Student.

17. **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.
18. **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 into Year 1 and above. After entry, any change in the nationality and residency status must be notified in writing to the School immediately.
19. **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 do not require a Ministry of Education waiver. Students who become Singapore citizens will only be able to retain their place at the School after the Ministry of Education has issued a waiver.
20. **Non Singapore citizens and Non-Permanent Residents (PR's):** Admission and continued enrolment at the School is conditional upon the Student having a valid pass (Student Pass, Dependant Pass or other Pass issued by the Immigration and Checkpoints Authority of Singapore) to remain in Singapore and to attend AIS. Any changes in the Parent's employment, expiry of relevant Pass, change in immigration status of the Student must be notified to the School immediately.
21. **Moving between Schools:** The School encourages Parents to consider other Cognita Schools located in the region and beyond. However, entry to Cognita Schools is not automatic and will depend on the admissions policy and place availability at each individual School.
22. **Offer of a Place and Payment:** A facility fee (Non-Refundable) and any other applicable fees as shown in the Admissions Handbook for the relevant year will be payable when Parents accept the offer of a place. A Letter of Offer and Student Contract will be sent to Parents for Students who are accepted into the School.
23. **Off Cycle Entry:** For Students entering after the school year has commenced, the amount of the School fees payable will be prorated by month. The full amount of School Fees may be payable depending on the proposed entry month or to guarantee a place, depending on enrolments and waitlists at the time of application.

### **C. Student Welfare**

24. **Meaning:** Student welfare is the happiness, success, safety and well-being of each Student and how they interact and support the integrity of the School community.
25. **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 freedom of others.
26. **Complaints:** Any question, concern or complaint about the 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 by telephone or in writing to the Head of School.

27. **Student's Legal Rights:** Under Singapore law, a person under 21 years of age is considered a minor and the Parents or local guardians are responsible for the Student. The decision making rights of a minor vest in the Parents or local guardians. Where the Parents of the Student are divorced or separated, the School will follow or seek an order of court to determine which Parent has custody, care and control of the Student and therefore has decision making rights of the Student.
28. **Head of School's Authority:** The Parents authorise the Head of School to make all decisions and/or take such actions as the Head of School in good faith and on proper grounds considers necessary and/or appropriate to safeguard and promote the Student's welfare or those of the School community. The Head of School has the power to impose such sanctions as it deems appropriate for the breach of discipline, the breach of the Terms and Conditions herein, or the breach any rules of the School or when it considers such sanction to be appropriate to safeguard and promote the Student's welfare or those of the School community including but not limited to exclusion, suspension (including during investigation – criminal or otherwise), removal or expulsion of the Student. The Head of School is however, not responsible for a Student who is absent from the School, the Student's conduct outside the School, or the Student's conduct in School which are in breach of School discipline or which are unsupervised and for reasons other than for School related activities. It is a condition of the Student's continued enrolment in the School that the Parents, Guardians and Student accept the rules and/or directions on the School regarding appearance and discipline. In the event of an emergency situation involving the Student, the Parent/local guardian appointed by the Parent authorises 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.
29. **Ethos:** The ethos of the School is to foster good relationships between members of the staff, the parents and the students. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Students and Parents and we expect the same of Students and Parents in relation to the School.
30. **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.
31. **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 may affect the Student's welfare, safety or security and/or any precautionary measures required to ensure the same. Parents may be excluded from School premises if the Head of School, acting in a proper manner, considers such exclusion to be in the best interests of the Student or of the School.
32. **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.

33. **Leaving School Premises:** Students 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 from leaving the School grounds during School hours unless the School has been notified of the same by the Parents and prior arrangements have been made. 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 the School grounds whether in breach of School Policy or not.
34. **Residence during the School Year:** Students are required during the School Year to live with a Parent or legal guardian or local guardian acceptable to the School. The Student is not permitted to live on his/her own. The School must be notified in writing immediately if a Student will be residing during the School Year or any part thereof, under the care of someone other than a Parent. 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.
35. **Absence of Parents:** When both Parents or Guardians (as applicable) will be absent from the Student's home overnight or for a twenty-four hour period or longer, the School must be notified, in writing of the name, address and telephone number for twenty-four hour contact with an adult, who will have the care of the Student. Refer to the In-loco Parentis form on Connect.
36. **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 a Parent, Guardian or person notified to the School in the preceding clause as having been given on behalf of the Parents of the Student and any communication from the School to any such person as having been made to each of them. The School will regularly update and use the School parent portal as their main form of communication with the Parents and Students. Parents agree to regularly visit the parent portal to be kept informed of events, School dates and other information.
37. **Local Guardians:** A Student of any age whose Parents are resident outside Singapore must have a 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.

38. **Photographs and Email Addresses:** Parents consent to the School using Students' work, photographs of the Student and other material for purposes such as publicising 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.
39. **Transport:** The Parents' consent to the Student travelling to and from School and/or School organised activities and events, 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.
40. **Student's Personal Property:** Students are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School. Parents are responsible for labelling all personal property. There are guidelines on personal items not allowed at the School in the Handbook. 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.
41. **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.

#### **D. Health and Medical Matters**

42. **Medical Declaration:** 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. Parents must complete a form of medical declaration concerning the Student's health with the Application for Admission and must inform the Head of School 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.
43. **Medical Care:** Parents and/or Guardians must comply with the School's quarantine regulations as varied from time to time. Parents and/or Guardians 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.
44. **Student's Health:** The Head of School may at any time require a medical opinion or certificate as to the Student's general health where the Head of School considers that necessary as a matter of

professional judgement in the interests of the Student and/or the School.

45. **Emergency Medical Treatment:** The Parents authorise the Head of School to consent on behalf of the Parents to the Student receiving emergency medical treatment including blood transfusions within Singapore, general anaesthetic and operations at a Singapore government or private hospital where certified by an appropriately qualified person necessary for the Student's welfare and if the Parents cannot be contacted in time.
46. **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 Singapore authorities, the School will not be obliged to refund all or any part of the Fees for any period of closure. In this situation the School will make arrangements, where practicable, to ensure continuity of your child's education.
47. **Liability:** Unless negligent or guilty of some other wrongdoing causing personal injury, loss or damage, the School does not accept responsibility for loss caused to the Student or Parents or for loss or damage to property. 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.

#### **E. Educational Matters**

48. **Our Commitment:** Within the published range of the School's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Student and to provide education to at least the standard required by law in the particular circumstances, and often to a much higher standard.
49. **Organisation:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement 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 teacher, or any other appropriate member of staff, as soon as possible, or contact the Head of School in the case of a grave concern.
50. **Progress Reports:** The School monitors the progress of each Student and reports regularly to Parents by means of full written reports, Parent/Teacher conferences, Student led conferences, documentation of Student learning and three way conferences. Records, reports and recommendations will not be released until all financial obligations of the Parents to the School have been met.
51. **Personal, Social and Health Education:** All Students will receive health and life skills education including sex education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.
52. **Examinations and Tests:** The Head of School 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 judgement, the Head of School 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. Exam fees are payable once exam registration is made and is non refundable regardless of attendance.

53. **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 or the Parents have provided a written undertaking to the School in relation to their financial obligations.
54. **Individual Learning Needs:** The School will do all that is reasonable in the case of each Student to detect and deal appropriately with an individual learning need which amounts to a "specialised educational need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning challenges.
55. **Screening for Individual Learning Needs:** The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that a Student has a learning need different from most other Students. A formal assessment can be arranged by the School at the Parents' expense. In certain cases, concerns about a Student's progress may mean that assessment for individual learning needs is a requirement for continued enrolment.
56. **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 Head of School, this learning support will be mandatory and a condition of continued enrolment. After acceptance, Parents will be asked to withdraw the Student, if, in the professional judgement of the Head of School 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.
57. **Information about English as a Second 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 an Additional 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 Head of School, this learning support will be mandatory and a condition of continued enrolment. After acceptance, Parents may be asked to withdraw the Student if in the professional judgement of the Head of School 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.
58. **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.
  59. **Progression through the School:** 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 their child to proceed to the next grade level of the School.
  60. **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, event and/or activity associated with the School. The School will acknowledge and allow to be acknowledged the Student's role in the creation/development of the intellectual property.
  61. **Student's Original Work:** Copyright in the Student's original work, such as classroom work, assignments or homework, projects, internal examination papers, paintings and computer generated material, belongs to the Student. Most such work (but not examination papers) will be returned to the Student when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to the School retaining such work at the School premises until, in our professional judgement, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Student's work from damage but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the School.
  62. **Camps and excursions:** The School provides a camp program that is a fundamental component of the school curriculum. Annual camps and curriculum camps are an integral 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
  63. **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Education Management Committee to the Head of School. The Head of School 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.
  64. **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Student will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the Handbook.
  65. **School Rules:** The School Policies which apply are set out in the 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.
  66. **School Discipline:** The Parents hereby confirm that they accept the authority of the Head of School and of other members of staff on the Head of School's behalf to take all reasonable disciplinary or preventive 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.
  67. **Parental Behaviour & Conduct:** Parents accept that they have a responsibility to act as role models for their child/ren, and those of the School community. Parents confirm they accept the role, responsibility and ultimate authority of the Head of School within the School community. If after investigation the Head of School is of the opinion that a Parent's conduct, behaviour and actions (or lack thereof) is not consistent with the School's spirit of the 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 may be withdrawn with immediate effect. The Head of 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 withdrawn from the School enrolment has no right of entry into the School premises without the written permission of the Head of School.
  68. **Investigative Action:** A complaint or rumour 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 freedom and to ensure that his/her Parents and/or Guardian 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, Guardian or a teacher of the Student's choice.
  69. **Pending Investigation:** The Head of School may, if he should in his professional judgement considers the same to be necessary or appropriate in the interest of the Student, another student or the School community, suspend a Student from School for such periods of time as necessary, pending the investigation and/or outcome of such investigation into any complaints or rumours. The School will make such arrangements as are practicable for the continuation of the education of the Student.
  70. **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

## F. Behaviour and Discipline

- 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 Head of School 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.
71. **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to the Parents and Guardians 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 Head of School has acquired during an investigation.
  72. **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 Handbook for more information on this policy.
  73. **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 ("asked 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.
  74. **Sanctions:** Sanctions may include a requirement 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.
  75. **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 criminal offence. Expulsion is reserved for the most serious breaches. The Head of School shall act with procedural fairness in all such cases. Parents will be given a copy of the review procedure current at the time. The Head of School's decision may be subject to an independent or Management Committee review, if requested by a Parent and shall be final until varied upon such review. The Student shall not attend School pending the outcome of the Review [see "Management Committee Review" below].
  76. **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.
  77. **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 Head of School 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. The Head of School 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).
  78. **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.
  79. **Leaving Status:** Refers to the reasons for the Student leaving the School. These reasons are usually recorded on the Student record. This information will not be passed on to third parties unless expressly requested. Personal information regarding these reasons will be withheld. The School will advise the Parents of the agreed communication in these matters.
  80. **Management Committee Review:** Parents may ask for a Management Committee Review of a Head of School's decision to expel or to 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 Head of School, 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.
  81. **Review Procedure:** The Head of School will advise the Parents of the procedure (current at that time) under which such a review will be conducted by the Review Panel of the Management Committee Members. The decision of the Head of School shall be final until varied by the Management Committee Members and/or the Chief Education Officer Asia (as applicable) upon review. The Student shall not attend School pending the outcome of the review by the Management Committee Members and/or the Chief Education Officer Asia (as applicable). The Review by the Management Committee Review and the Chief Education Officer Asia will be conducted under fair procedures in accordance with the requirements of natural justice.
  82. **Complaints Procedures:** Every reasonable complaint shall receive fair and proper consideration and a timely response.
- G. Provisions about Notice (see also Section F and Section G)**
83. **Notice** to be given by Parents means (unless the contrary is stated in these Terms and Conditions) submission of the Withdrawal Form and received by the School ([withdrawal@ais.com.sg](mailto:withdrawal@ais.com.sg)) by the relevant Notice Dates specified for the current year. It is recommended that Parents consult with the Admissions Office before giving notice to withdraw a Student.
  84. **Notice Dates:** Notice of leaving must be advised in writing to the Withdrawal Office on or before 19 October, in relation to students due to commence during Semester 1 (January to June), or on or before 13 April for students due to commence in Semester 2 (July to December). All School fees paid are non transferable and non refundable under any circumstances unless in compliance with Schedule D in the AIS Student Contract.
  85. **Fees in Lieu of Notice** means Fees in full for the period of notice at the rate that would have applied had the Student attended the School and is not limited to the Parental contribution in the case of a scholarship or other award or concession. Parents agree to reimburse AIS where insufficient notice is given.
  86. **Notice** must be given in writing, 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. Parents will

be reminded of the relevant Notice Dates and re-enrolment notification procedures in the School's regular communications.

87. **Cancelling Acceptance:** The cancellation of a place which has been accepted is normally a breach of Agreement which can cause long term loss to the School if it occurs after other families have taken their decisions about Schooling for their children. If the Parents cancel their acceptance of a place by the Notice Date required and before the Student was due to commence at School, the School 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, School Fees paid in advance will not be refunded. However, if Parents have paid the School Fees in advance in an annual payment, the second semester will be refunded. Cases of serious illness or genuine hardship may receive special consideration on written request.
88. **Re-enrolment:** It is assumed that a Student attending the School, who has fulfilled the relevant criteria, will be returning for the following Academic Year unless written notification of withdrawal is received by the Director of Admissions in accordance with dates specified above.
89. **Failure to provide Notice:** If a Student is withdrawn without providing Notice as above or excluded for more than twenty-eight days for non-payment of Fees, School Fees will not be refunded in whole or in part. The Facility Fee and Application Fee are not refunded. Student pass (if applicable) will be cancelled with immediate effect. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
90. **Prior Consultation:** It is expected that a Parent or Guardian will in every case consult personally with the Head of School or Director of Admissions before notice of withdrawal is given.
91. **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 would not terminate this Agreement without good cause and full consultation with Parents and also the Student (if of sufficient maturity and understanding), and would offer the Parents a Management Committee Review of a decision to terminate this Agreement. Course Fees would be refunded on a pro rata basis without interest less any outstanding balance of the account. Application Fees and Facility Fees are non-refundable

## H. Fees

92. **Meaning:** "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: Application Fee; Enrolment Fee; School Fees; Facility 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 camps 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.
93. **Payment:** The Parents undertake to pay the Fees applicable in each School Year. The School Fees are due in two semi-annual/Semester instalments due on 10th October and 10th April as per the Student Contract. 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 Fees have been paid.
94. **Non-Refundable Facility Fee:** The Non-Refundable Facility Fee is a fee payable per Student. The Facility Fee is a non-refundable and

non-transferable administrative fee that may be adjusted for each School Year and varies according to the grade level of the student at the time of enrolment. It is not subject to pro-rating and the full amount applies regardless of enrolment date.

95. **Non-Refundable Application Fee:** The Application Fee is payable with the Application for Admission form. No application for enrolment is considered until the Application Fee is paid. If the Parent wishes to change the proposed entry date prior to an offer being made by the School, the Application Fee is valid for a period of six months from the date the original application was received. After this it will be necessary to pay the Application Fee again. The Application Fee is not refundable for any Students who are accepted into the School but later decline or cancel their acceptance. The Application Fee is strictly non-refundable and non-transferable except as stated in Schedule D in the AIS Student Contract.
96. **Non-Refundable Enrolment Fee:** The Non-Refundable Enrolment Fee is a fee payable per Student within seven days of signing the AIS Student Contract. The Enrolment Fee is a non-refundable and non-transferable administrative fee that may be adjusted for each School Year and varies according to the grade level of the student at the time of enrolment. It is not subject to pro-rating and the full amount applies regardless of enrolment date.
97. **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 199204405H. . 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.
98. **Refund/Waiver:** Fees will not be discounted, refunded, transferred or waived, including but not limited to absence of the student due to sickness; or if a School Year is shortened or a holiday break is extended; or if a Student is released home after examinations or otherwise before the normal end of the School Year (provided that the School remains open to a Student who wishes to stay at School during that period). This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out in Section G above) apply when a Student is expelled or removed, i.e. asked to leave.
99. **Exclusion for Non-Payment:** The School may, with written notice exclude a Student from School if Fees remain unpaid after 30 days of their being due. Exclusion on these grounds is not a disciplinary matter and accordingly there is not the right to a Management Committee Review but the Director of Finance has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student. A Student who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion. (Then 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.
100. **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. Cheques and other payment instruments delivered at any time after the due date will be presented immediately and will not be considered as payment until cleared. Records, reports and recommendations will not be



released until all financial obligations have been met or the Parents/Guardians have provided a written undertaking to the School in relation to their financial obligations.

101. **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.
102. **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 authorised 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.
103. **Instalment Arrangements:** In special circumstances Parents may be able to seek consideration regarding instalment payment of fees at the discretion of the Director of Finance. These instalment arrangements can only be processed via Direct Debit Giro Deduction. Each instalment must be paid on or before the indicated due dates above in full. AIS reserves the right to revoke this payment option if the payment due date is not adhered to and all outstanding amounts will become immediately due and payable.
104. **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 behaviour 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 Student for the award.
105. **Fee Increases:** Fees are reviewed annually. The revised Fees for each School Year will be reviewed in September and parents will be notified of the revised Fees from September 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. Application, Enrolment and Facility Fees are non-refundable in all circumstances unless in compliance with Schedule D of the AIS Student Contract.
106. **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.

#### **I. Events beyond the control of the Parties**

107. **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.

108. **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.
109. **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 107 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

#### **J. General Contractual Matters**

110. **Management:** It is our intention that these Terms and Conditions will always be operated so as to achieve a balance of fairness between the legal rights and needs of the Parents and Students, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.
111. **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on these Terms and Conditions. The School reserves the right to vary the terms herein as may be necessary, upon notice of the same to the Parents.
112. **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.
113. **Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the Student/Parent Handbook, the disciplinary framework, and the length of the School Year. In addition, there may be corporate reorganisation exercises and/or a merger or change of ownership of the School. For these reasons, the benefit and burden of this Agreement may be freely assigned 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 Page 9 of 9 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.
114. **Consultation:** It is not practicable to consult with Parents and Students over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that Parents will be consulted and where possible given at least 90 days' notice of a change of policy, change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care, or a change of ownership.
115. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. In case any part of this Agreement shall be declared invalid, illegal, or otherwise unenforceable under the applicable law, the validity or enforceability of any other provision of this Agreement 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.

116. **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.
117. **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.
118. **Jurisdiction:** This Agreement is governed by Singapore law and the parties submit to the exclusive jurisdiction of the courts of Singapore. Save in the case of unpaid Fees, the School has the option to require parties to attend mediation at the Singapore Mediation Centre before the commencement of any legal proceedings.

#### **K. Personal Data Collection Statement**

119. **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.
120. **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 determining 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.

121. **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 120 above.
122. **Access and Correction:** You have the right to request 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@ais.com.sg](mailto:dataprotectioncoordinator@ais.com.sg)
123. **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.

All policies and documents are signed off by the Academic Board once approved. Three Academic Board members sign to signify the Australian International School's commitment to this document. These signed documents are stored in the Academic Board Meeting Minutes.

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