

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. “The School” means Nexus International School (Singapore) Pte Ltd.
- 1.2. “Principal” refers to the Principal of the School who is appointed to have overall responsibility for the School. The Principal may delegate duties as necessary.
- 1.3. “Parent” refers to those who hold parental responsibility for the Student. This may include Parents, grandparents and/or legal guardians.
- 1.4. “Student” refers to the child named in the Student Contract, of which these Terms and Conditions constitute an integral part and the Parent agrees to be bound by the same.

2. ADMISSIONS

- 2.1. Parents accept that admission into the School is subject to the availability of a place and the Student meeting the admissions criteria, including completion of relevant tests and assessments. In all circumstances, the final decision with regard to admission, rests with the Principal.
- 2.2. Parents agree, acknowledge and undertake that all responses in each admission application must be truthful and all relevant information that could impact the evaluation of Student must be disclosed. Parents further agree and acknowledge that the responses provided in an admissions test or assessment must be solely those of the Student. Should it subsequently be uncovered or disclosed that, in the opinion of the Principal, this has not been the case, the offer of admission may be immediately rescinded, or the Student removed from enrolment at the School without refund of any fees paid.
- 2.3. If it becomes apparent following admission that any information concerning a Student has been withheld or falsified, deliberately or otherwise, regarding learning, language or support needs, or health conditions during the application process (considered a material breach by the School), it may lead to the termination of the Student Contract without refund of any fees.
- 2.4. The Parent accepts that a Student’s entitlement to commence classes or continue with their classes at the School is conditional upon payment of all applicable fees.
- 2.5. Should a Student join on or after mid-semester, half of the semester fee shall be payable. In these circumstances, the Student may be required to restart the programme during the following Academic Year.
- 2.6. Should an application be successful and the offer of a place accepted, a Student may defer the commencement date as stated in the Student Contract for up to one year subject to i. approval by the School and ii. full payment of both the Application and Enrolment Fees. For the avoidance of doubt, in these circumstances, the Student may only commence their studies at the School, where a place is available.

- 2.7. If the deferment extends to the next Academic Year, a place at the School is not guaranteed and will be subject to reassessment and availability. For the avoidance of doubt, in these circumstances, the Course Fees and Support Programme Fees (if applicable) will be billed at the prevailing rate at the time of commencement of studies.
- 2.8. After the approved one year deferment, the acceptance will no longer be valid and the Student will need to re-apply and the prevailing Application and Enrolment Fees will be payable.

3. FEES AND ADDITIONAL PAYMENTS

- 3.1. Parents agree to pay all fees by the dates specified in the Student Contract.
- 3.2. Payment methods are outlined on the School website. All bank charges and relevant processing fees are to be borne by the payer. Payments are accepted in Singapore Dollars only. All payments must include the invoice number or full name of the Student as payment reference. Failure to include this will result in delays in payment being offset against the Student's account. The payment will be deemed made when the School receives the payment to its bank account free and clear of all charges.
- 3.3. A Student will be deemed withdrawn without notice from the School if the following Semester Fees remain unpaid by the dates specified in the Student Contract. Once a Student is regarded as withdrawn from the School, that Student's place for the following semester may be offered to another applicant.
- 3.4. The School reserves the right to terminate the Contract of any Student on the premise any part of the Semester Fees remains unpaid after the due dates stated in the Student Contract.
- 3.5. Any loss or damage suffered by the School as a result of or caused by a Student shall be charged to the Parents.
- 3.6. Fees for any external examination entry shall be paid by the Parents, prior to the start of the examination period.
- 3.7. Fees are the responsibility of the Parent(s) of a Student or any authorised person who has signed the Student Contract. Any agreement with a Third Party for payment of fees, or any other sums due, shall not release Parents from any liability under these Terms and Conditions.
- 3.8. The School shall impose late payment charges for invoices not paid by the due dates as specified in the Student Contract or relevant invoice (whichever is due later). All amounts outstanding, including late payment charges are payable by the Parents. The School reserves the right to apply any monies received, first for payment of the late payment charges and the balance, if any, shall be applied towards the payment of the outstanding amount due.
- 3.9. The School may issue a Student Contract Addendum due to a change of a Student's circumstances and applicable fees payable. Examples include but not limited to: Additional Learning and English Language Support requirements, changed date of enrolment, sibling discount withdrawn due to only one child enrolled. The Student

Contract Addendum shall be signed by the Parents and returned to the School within 7 working days of issue, failing which the School reserves the right to terminate the Student Contract without refund of any fees.

- 3.10. Fees are reviewed annually and communicated to the Parents prior to re-enrolment. The payment of the School's invoice setting out such revised fees shall constitute unequivocal acceptance of the revised fees by 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 differ from the actual fees payable prior to the Student's commencement of School.

4. REFUND OF FEES / PAYMENTS

- 4.1. Except as provided for within the Student Contract and sections 4.2 and 4.3 as below, fees shall be non-refundable.
- 4.2. With the exception of medical related conditions with supporting documentation from a medical professional, should a Student withdraw from an overseas School-related trip, the School shall be under no obligation to refund any part of fees or payments paid on behalf of the Student.
- 4.3. Should a School-related trip be cancelled either by the School or external provider/company or end service provider, the School shall refund the payment amount, if any, provided the amounts refunded shall only be any balance available, after the School has satisfied its financial commitments to external providers/companies.

5. DISCLOSURE OF NATIONALITY AND MARITAL STATUS BY PARENTS

- 5.1. Responsibility lies with the Parents for ensuring that Students, when commencing and during their studies at the School, hold an appropriate pass that allows them to legally study on a full-time basis in Singapore.
- 5.2. Parents are responsible for providing the School with valid copies of all necessary documentation for the purpose of meeting Government reporting requirements. If the School does not have a copy of the Student's valid immigration pass or immigration status, the Student may not attend School or participate in School-related activities, until such time that the required documentation is provided to the School. Where this results in an absence of more than 15 School days of the Student, the Student's Contract may be terminated with no refund of fees or deferred to the next term. The School shall have the final decision in this regard.
- 5.3. Singapore Citizens, or those holding dual nationality/citizenship may only make an application based on their Singapore citizenship. Any Student holding Singapore citizenship, shall only be enrolled into the School upon approval from the Ministry of Education.
- 5.4. If at any point during the admissions process an application is made for Singapore citizenship, the Parents are required to inform the School. Failure to do so may result in the application being rejected or enrolment cancelled, without refund of any fees paid.

- 5.5. Responsibility lies with the Parents for ensuring that admitted Students comply with relevant legislation concerning a change in immigration pass, immigration status or citizenship. Students who lose eligibility to attend the School due to such changes shall be withdrawn, and any refund of fees (if applicable) is subject to the Refund Policy.
- 5.6. Students who are eligible for Dependant's Pass (DP) or Immigration Exemption Order (IEO) shall only be enrolled into the School with such visas.
- 5.7. Any change in custody, care and/or control of the Student MUST be communicated to the School by the Parents and MUST be accompanied by supporting documents as stated below:
 - 5.7.1 It is the responsibility of the parent to provide the School with all legal supporting documents on parents custody, care and/or control of the Students. The Parent is responsible to provide the School with a current copy of the Court Custody Order and to notify the School immediately of any variations or revocation of the Order.
 - 5.7.2 For avoidance of doubt, all foreign orders must be authenticated by the Singapore High Court to be accepted by the School as verified and authenticated.

6. ACCOMMODATION REQUIREMENTS

- 6.1. Students must reside with at least one Parent in a permanent residential situation in Singapore, except as provided in Clause 6.3. This is inclusive of all Students, regardless of age and for the avoidance of doubt, also applicable to Students above the age of 18 years old. Any Student cannot reside alone in a property or on a shared basis with other Students even with parental consent.
- 6.2. 'A permanent residential situation' is to be interpreted that at least one Parent must be living in the same residence with the Student for at least 90% of the semester time, inclusive of weekends.
- 6.3. The School recognises that in a limited number of circumstances, both Parents may be absent from Singapore for short durations. Where this occurs for more than 1 day, the School requires written notice which delegates parental responsibility to another adult.
- 6.4. Should the conditions set out in section 6.3 occur often and be deemed by the School to be adversely impacting the Student, the Parents shall be found to have breached the Accommodation Requirements and Section 6.11 shall be applicable.
- 6.5. Any instance of both Parents being absent from Singapore for more than five continuous days shall require prior written approval from the School.
- 6.6. Except for express approval of the Principal or delegate, the School does not accept or authorise the delegation of parental responsibility to a domestic helper or a person aged 25 or below.
- 6.7. A Student entering Year 9 or above may reside with a legal guardian authorised by the Parent, should the Parent live outside of Singapore.

- 6.7.1. The legal guardian must be 25 years old or above and be a permanent resident of Singapore, or a biological relative of the Student with valid pass to live in Singapore.
- 6.7.2. The legal guardian must submit all the applicable documentation and acknowledge and adhere to all the School policies and guidelines for guardians per the School Guardian Handbook.
- 6.7.3. The appointment of the legal guardian is subject to the approval of the School.
- 6.8. The School strongly recommends that Parents secure accommodation for their child with an established student accommodation provider. Contact the School Admission Team for further information.
- 6.9. A Student in Year 8 or below shall only live with his/her biological or adopted/step mother or father or grandparents. Further to this, a Singapore citizen enrolled at the School in Year 8 or below, may also live with a biological relative, subject to approval from the School.
- 6.10. If Parents are found to be in breach of any of the Accommodation Requirements, the Student Contract shall be deemed immediately terminated by the Parents, without refund of fees. Where a place has been offered to an applicant and it subsequently becomes apparent that the Accommodation Requirements will not be fulfilled, the offer may be withdrawn or Contract terminated by the School, without refund of fees.

7. LEARNING AND ENGLISH LANGUAGE SUPPORT

- 7.1. Should the School at any point become concerned about the progress of a Student, it shall conduct appropriate assessments and/or observations to determine whether learning/English language support is needed. If in the opinion of the School, assessment by an educational psychologist is advisable, Parents will be notified. The Parents agree that further assessments may be arranged by the School or the Parents, at the Parents' expense, with full disclosure of the results made available to the School.
- 7.2. Failure to have the Student assessed or provide full disclosure of the results of any assessment deemed necessary by the School, or refusal to cover the expenses incurred for such assessments, may, at the sole discretion of the School, result in suspension of the Student's participation in School and School-related activities and/or termination of the Student's Contract with the School.
- 7.3. The Parent consents that should the School deem it necessary that support is required in the best interests of the Student, the School may enrol the Student into an applicable support programme. Parents further consent to pay any applicable fees for enrolment into such supplementary support programmes as a condition to continued enrolment at the School.
- 7.4. Where a Student is enrolled or due to be enrolled in a support programme and payment is not received by the date specified in the applicable invoice, the Student shall be regarded as immediately withdrawn from the School without refund of any fees.

- 7.5. Should the School at any time consider that the School is unable to adequately provide for a Student's educational needs, Parents will be required to withdraw the Student.

8. BEHAVIOUR AND ATTENDANCE

- 8.1. All members of the School community (including but not limited to Students, Parents, staff, volunteers and guests) are expected to conduct themselves in accordance with the Nexus values, respect and integrity at all times.
- 8.2. All access to School premises is at the full discretion of the School. Any Student or Parent who is deemed to be a risk or nuisance to themselves or community members, may be refused entry to the School premises and excluded from contact with any community member. The School has unfettered discretion, at the sole discretion of the Principal, to exclude or terminate the Contract of a Student as a result of any Parent behaviour which disrupts the learning environment, brings the School into disrepute, or poses any risk to the School community.
- 8.3. It is an expectation that Parents ensure the Student attends each School day with the exception of when a Student is unwell (a medical certificate is to be provided covering each day of absence) or other legitimate reasons supported by a letter or other documentation.
- 8.4. With the exception of absenteeism supported by medical certificates or authorised absences, a minimum of 90% attendance is required of the Student, in accordance with the School and Singapore Government expectations. Failure to meet these requirements without authorisation may lead to termination of the Student's Contract, without refund of fees.
- 8.5. As per the Singapore Compulsory Education (Cap 51), Parents of Singapore Citizens, who fail to ensure their children attend School regularly may be guilty of an offence.

9. HEALTH AND WELLBEING

- 9.1. In order to promote and sustain positive health and wellbeing, Parents are expected to declare in writing to the School any medical, behavioural or emotional conditions which may:
- 9.1.1. Affect the Students' wellbeing and ability to partake in the programme of learning.
- 9.1.2. Present a risk to themselves or other members of the School community.
- 9.2. In such circumstances, as outlined in 9.1, a full medical report where available should also be provided. Failure to provide full disclosure in this regard, may, at the sole discretion of the School, result in suspension of the Student's participation in School and School-related activities and trips and/or termination of the Student's Contract with the School. The School reserves the right and the Parent hereby authorises the School to contact the previous school (if applicable and relevant) or such medical officers or

other relevant persons for further information relating to the child's medical (including wellbeing) history.

- 9.3. The School provides counselling services within the School to facilitate a supportive learning environment for Students. By enrolling his/her child in the School, the Parent gives permission for the child to receive counselling services while attending the School.
- 9.4. Parents acknowledge and agree that discussions and inputs given during the counselling sessions are for the child's consideration only. The Parent agree to indemnify and hold harmless the School and the School Counsellors from all losses, liabilities, damages, costs, and/or expenses and the Parent agree to absolve and hold harmless the School and the School Counsellors of any liability for the child making any decisions and acting on them, that may results in any death, injury to self or others, or any loss or damage of any kind.
- 9.5. Should the School have a reasonable cause for concern about the mental or physical health of a Student, the School may require the Student to undergo a medical / psychological assessment and the results of such assessment must be provided to the School before the Student is permitted to attend the School. A re-entry meeting must be held between the School and the family before the Student can return to class. A refusal to undergo or follow any medical / psychological recommendations following a professional assessment, may result in the offer being withdrawn or a Student Contract being terminated by the School, without refund of fees.
- 9.6. Parents are required to ensure all requisite vaccinations to comply with legal entry into Singapore have been administered before enrolment. The School may require proof of additional immunisation as required participation in overseas trips. Failure to provide such proof or valid exemption may result in the Student's Contract being terminated with the School or the Student being excluded from participating in overseas School trips.
- 9.7. Parents acknowledge and agree that a Student must not attend School in the event the Student exhibits any symptoms of an infectious disease. Parents are required to notify the School in writing if they or the Student have contracted or had exposure to a contagious or communicable disease, or virus, regardless of location.
- 9.8. In the event of a medical/infectious situation that requires the School to be closed by School management or relevant Singapore Government authorities, the School will not be obliged to refund any part of fees for any closure period. In the event of such a situation, the School shall make reasonable and practical contingencies to ensure continuity of the Students' programme of learning.
- 9.9. Parents consent that the School may require Students to provide a medically supervised biological sample for testing of illegal drug use, at any time. The School may require the cost of such testing to be borne by the Parents.
- 9.10. It is an expectation that Parents report any safeguarding or risk concerns to the School. Parents and Students are required to assist the School in any safeguarding investigation concerning a Student or other community member.
- 9.11. The School shall have the right to disclose medical information about the Student within the confines of the Personal Data Protection Act 2012 (PDPA) if the Principal considers

this to be in the Student's best interests or for the necessary protection of other community members of the School or to comply with Government agency requests.

- 9.12. The Parent agrees that the School shall not be held liable for any death, personal injury or any loss or damage of any kind whatsoever which the Student may sustain at any time either within the School premises, authorised field trip or elsewhere, which is not attributable to the negligence of the School, its officers, agents or employees.

10. SUSPENSION AND EXPULSION OF A STUDENT

- 10.1. A Student may be temporarily suspended from attending the School, at any time, without refund of fees, if, in the sole opinion of the School:

10.1.1. the Student's conduct, at any time, whether on or off School premises has been unsatisfactory. Example of unsatisfactory conduct include but are not limited to:

- Being deliberately disobedient or disorderly,
- Being violent,
- Having a dangerous weapon,
- Hurting or threatening to hurt someone with a dangerous weapon,
- Having drugs and illegal substances (possessing, using, selling, or giving them away), or
- Otherwise violating the School's code of conduct and Engagement and Behaviour Policy.

- 10.2. A Student Contract may be terminated at any time, without refund of fees, if in the sole opinion of the School:

10.2.1. the Student has been charged or convicted of a serious offence under Singapore law.

10.2.2. the Student's conduct, at any time, whether on or off School premises, in person or through social media, affects the wellbeing of another community member or brings the School into disrepute.

10.2.3. the Student exhibits repeated disruptive behaviour, violating the School's code of conduct and Engagement and Behaviour Policy, on or off School premises, in or out of academic lessons.

10.2.4. Any outstanding fees or payments as set out in the Student Contract is not paid before the due date.

- 10.3. A Student may be temporarily suspended from attending the School or the Student Contract terminated, without refund of fees, if, in the sole opinion of the School, the Parent has at any time, whether on or off the School premises, treated the School or members of its staff or Students unreasonably. Examples include but not limited to: verbal, written or physical abuse, defamation of character or a threat of any kind to any member of the School community.

- 10.4. Any Student and Parent whose child has been withdrawn, suspended or had the Student Contract terminated by the School, shall have no authorisation to enter the School premises, without the express written permission of the Principal.

11. PERSONAL DATA

- 11.1. The School may collect, use, disclose, process, transfer and/or retain personal data concerning Students and Parents for all matters connected to the Student's enrolment in the School or School related activities such as field trips, excursions, sports, co-curricular or extra-curricular activities in accordance with the School's Personal Data Protection Policy.
- 11.2. The School may collect, utilise or disclose the personal data to third party vendors for the purposes of providing services to Parents and Students.
- 11.3. Parents consent on behalf of themselves and the Student that the School or its employees, may obtain, store, use and communicate, any confidential information which in the opinion of the School, is paramount to the safety and welfare of the Student and others.
- 11.4. The School reserves its rights and interests in any intellectual property rights arising as a result of the School-related actions or works of a Student.
- 11.5. Parents consent to the School using Students' work, photographs, achievements and video footage of the Student for marketing and publicity purposes, in print and online. This is inclusive of social media and in accordance with any relevant School policies and protocols.
- 11.6. Consent for use of digital media may be withdrawn at any time by contacting the Data Protection Officer. However, this will impact on the activities that the Student is able to take part in, including, but not limited to, events such as sports day, trips and performances. Withdrawal of consent must be renewed each year, after signing the new School Contract.
- 11.7. By signing the Student Contract, the Parent and on behalf of the Student, authorises the School to process personal information including financial and personal information as is deemed necessary for the legitimate operational purposes of the School within Taylor's Education Group. The School is committed to comply with the Personal Data Protection Act 2012 (PDPA) in protecting our Students' and Parents' personal information with the School. The School's Personal Data Protection Policy can be obtained from the School's website.

12. GENERAL CONDITIONS

- 12.1. It is a condition of attending and remaining at the School that Parents and Students accept all School policies and conditions contained within handbooks. School policies and handbooks are available on the School website, and shall be amended as and when deemed necessary by the School without further notice.

- 12.2. The Parents authorise the Principal to make/authorise any and all decisions that safeguard or enhance the Student's welfare. The Principal or delegate may consent to the Student receiving medical treatment on behalf of the Parents if the Parents cannot be contacted at the time consent is required. All expenses incurred from any medical treatment shall be the Parents' responsibility.
- 12.3. Should one Parent of a Student consent or approve a course of action in respect of the Student Contract, both Parents will be deemed to have given such consent or approval, which shall be binding on all Parents and the Student.
- 12.4. Any action required or taken by one Parent under the Student Contract shall be deemed to have been performed by both Parents, although performed by one Parent only.
- 12.5. Students are at all times responsible for the security of all personal property. The School is not responsible for the Student's personal property on the School's premise or on the way to and from the School or on any School related activities.
- 12.6. The limit of any School liability to the Parents or Student, for any and all claims, shall not in the aggregate, exceed the annual fees collected by the School from the respective Parents, for the Student in which a claim is being made.
- 12.7. These Terms and Conditions and the Student Contract signed by the Parents shall supersede any other prior agreements, oral or written, between the Parents and the School.
- 12.8. If any Term or Condition is being held by a court of the Republic of Singapore to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force, without being impaired or invalidated in any way.
- 12.9. These Terms and Conditions shall be governed in accordance with the laws of the Republic of Singapore. The Parents hereby submit to the exclusive jurisdiction of the courts of Singapore.
- 12.10. The School shall as deemed necessary make changes from time to time for the smooth running of the School. Parents consent to ongoing amendments to these Terms and Conditions, the School policies and handbooks, its premises and facilities, the programme of learning, the structure of classes, any rules and disciplinary procedures, the School day length or the number of days in a semester.
- 12.11. All notices, letters and correspondence from the School to the Parent shall be deemed sufficiently served if sent by email or post to the Parent at the address and/or email address set out in the Application Form or held within the School's systems.
- 12.12. Attendance of the Student at the School indicates parental and Student acceptance of these current Terms and Conditions and agreement to abide by all School policies and handbooks conditions.
- 12.13. Any waiver or exception is effective only if agreed or approved in writing by the School Principal.
- 12.14. All graduates or student leavers who have spent at least one academic term in the School shall automatically be included in the School's Alumni, where the said individual

may be contacted or notified of any School Alumni activities/updates unless opted out by way of written notice.

13. FORCE MAJEURE

- 13.1. If by reason of Force Majeure (hereafter defined) the School is unable to perform its obligations, either in full or part, then upon written notice to the Parents as soon as reasonably practicable after the occurrence of the cause relied on, the School shall be released from any obligations to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist.
- 13.2. 'Force Majeure' herein means any of the following events: war, invasion, terrorism, sabotage or arson; act or order of Government; earthquakes, fire, lightning, storms, floods or any other occurrence caused by the operation of the forces of nature; haze or very unhealthy pollution; prolonged electrical outage; strikes, lockouts, labour disputes; epidemic or infectious disease; any other event similar to any of the foregoing or beyond the control of the School.