

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. “The School” means Nexus International School (Singapore) Pte Ltd.
- 1.2. “Principal” refers to the Principal of Nexus International School (Singapore) Pte Ltd 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 learner. This may include parents, grandparents and/or legal guardians.
- 1.4. “Learner” refers to the child named in the Student Contract, of which these Terms and Conditions constitute an integral part and the Parents/Legal Guardians agree to be bound by the same.

2. ADMISSIONS

- 2.1. Entry into the School is subject in part to the availability of a place and the learner fulfilling the entrance criteria, inclusive of relevant assessments. In all circumstances, the final decision with regard to admission, rests with the Principal.
- 2.2. Parents accept that admission into the School is, subject in part, to passing the required admissions criteria. As such, the Learner may be required to be interviewed and/or take assessments in order to ascertain that the necessary criteria have been fulfilled.
- 2.3. Parents consent that all responses in each admission test / assessment must be solely those of the learner. Should it subsequently transpire that, in the opinion of the Principal, this has not been the case, the offer of admission shall be immediately rescinded, or the Learner removed from the School without refund of any fees paid.
- 2.4. The parents accept that a learner’s entitlement to commence classes at the school is conditional upon payment of all applicable fees. An offer may be withdrawn without notice by the School if the following Semester fees remain unpaid by the dates specified in the Student Contract. Once a learner is regarded as withdrawn from the School, that learner’s place for the following semester will be offered to another applicant.
- 2.5. Should a learner join on or after mid-semester, half of the semester fee shall be applicable. Learners joining outside of these conditions shall not have semester fees prorated.
- 2.6. Should an application be successful with the School and the offer of place accepted, it is possible to defer the commencement date as stated in the Student Contract for up to one year. In this scenario, the Learner may only commence their studies at the School, where a place is available to facilitate this. Both the Application Fee and the Enrolment Fee must be paid in full to confirm the Learner’s place at the School before the School will agree with the change of intended commencement date.
- 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. In this scenario, 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 a one year deferment, the acceptance will no longer be valid and the Learner will need to re-apply and the relevant Application Fee must be submitted.

3. DISCLOSURE AND NATIONALITY

- 3.1. Responsibility lies with the parents for ensuring that learners, when commencing their studies at the School, hold an appropriate pass that allows them to legally study on a full-time basis in Singapore.
- 3.2. 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 Learner's valid immigration pass or immigration status, the learner may not attend school or participate in School-related activities, until such time that the required documentation is provided. Where this results in an absence of more than 15 school days of the learner, that learner's enrolment may be cancelled with no refund of fees or deferred to the next term. The Principal shall have final decision making powers in this regard.
- 3.3. Singapore Citizens, or those holding dual nationality/citizenship may only make an application based on their Singaporean citizenship. Any learner holding Singapore citizenship, shall only be enrolled into the School pending a successful waiver issued by the Ministry of Education.
- 3.4. 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 shall result in the application being rejected or enrolment cancelled, without refund of any fees paid.
- 3.5. Responsibility lies with the parents for ensuring that admitted learners comply with relevant legislation concerning a change in citizenship. Learners who lose eligibility to attend the School due to becoming a Singapore citizen shall be withdrawn, and fees may be forfeited.

4. BEHAVIOUR AND ATTENDANCE

- 4.1. Behaviour: All members of the School community (including but not limited to learners, parents, staff and volunteers) are expected to conduct themselves in accordance with the Nexus values and with respect and integrity at all times.
- 4.2. Attendance:
- 4.2.1. It is an expectation that Parents ensure the learner attends each school day (with the exception of when a learner is unwell).
- 4.2.2. With the exception of authorised absences, a minimum of 90% attendance per month during the Academic Calendar is required of the learner, in accordance with the school expectations and relevant Singapore Government regulations. Failure to meet these requirements without authorisation may lead to the learner being withdrawn from the School, without refund of fees.

5. HEALTH AND WELLBEING

- 5.1. 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:
 - 5.1.1. Affect the learners' wellbeing and ability to partake in the programme of learning.
 - 5.1.2. Present a risk to themselves or other members of the School community
- 5.2. In such circumstances, 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 Principal, result in halting the learner's participation in school-related activities and trips and/or termination of the learner's contract with the School.
- 5.3. Should the School raise a concern about mental or physical health of a learner, the School may require the learner to undergo any reasonable medical / psychological assessments, of which the results are to be shared with the School, before the learner is permitted to enter the premises.
- 5.4. Vaccinations: 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 learner's contract being terminated with the School or the learner being excluded from participating in overseas school trips.
- 5.5. The School shall have the right to disclose medical information about the learner within the confines of the PDPA if the Principal considers this to be in the learner's best interests or for the necessary protection of other community members of the School or to comply with government agency requests.
- 5.6. Parents agree that the learner shall not attend school whereby the learner exhibits symptoms of an infectious disease. Parents are required to notify the School in writing if they or the learner have contracted or had exposure to a contagious or communicable disease, or virus, regardless of location.
- 5.7. 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 learners' programme of learning.
- 5.8. Parents consent that the Principal may require any learner to provide a medically supervised biological sample for testing of illegal drug use, at any time.
- 5.9. It is an expectation that parents report any safeguarding or risk concerns to the school. Parents and learners are required to assist the school in any safeguarding investigation concerning a learner or other community member.
- 5.10. All access to school premises is at the full discretion of the School. Any learner or parent who is deemed to be a risk to themselves or community members, may be refused entry to the school premises and excluded from contact with any community member. The school holds full authority by means of these Terms and Conditions, to exclude or expel

learners as a result of any parent behaviour which brings the school into disrepute, or poses any risk to the school community.

- 5.11. With the exception of gross negligence on the part of the School, Parents agree that learner's attend School at their own risk and as such, the School shall not be held liable or responsible for any accident, injury or death sustained by the learner.
- 5.12. Parents further agree to fully indemnify the School in all scenarios from any claims whatsoever, sustained by a learner whilst participating in any school-related trips or activities.

6. FEES AND ADDITIONAL PAYMENTS

- 6.1. Parents agree to pay all fees by the dates specified in the Student Contract.
- 6.2. A learner 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 learner is regarded as withdrawn from the School, that learner's place for the following semester will be offered to another applicant.
- 6.3. The School reserves the right to expel any learner whereby any part of the Semester Fees remain unpaid.
- 6.4. Any loss or damage incurred by the school as a result caused by a learner shall be charged to the Parents.
- 6.5. Fees for any external examination entry shall be paid by the parents, prior to the start of the examination period.
- 6.6. Fees are the responsibility of the person who has parental responsibility for the learner or who 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.
- 6.7. 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.

7. REFUND OF FEES / PAYMENTS

- 7.1. Except as provided for within the Student Contract and sections 7.2 and 7.3 as below, fees shall be non-refundable.
- 7.2. With the exception of medical related conditions with supporting documentation from a medical professional, should a learner withdraw from a school-related trip, the school shall be under no obligation to refund any part of fees or payments paid by the Learner, Parents or Third Parties.
- 7.3. Should a school-related trip be cancelled either by the school or external provider / company, the school shall attempt to partially refund the payment amount. Amounts refunded shall be any balance available, after which the School has satisfied its financial commitments to external providers / companies.

8. ADDITIONAL LEARNING AND ENGLISH LANGUAGE NEEDS

- 8.1. Should the school at any point become concerned about the progress of a learner, 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 and at the parents' expense, with full disclosure of the results made available to the School.
- 8.2. Failure to have the learner 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 Principal, result in halting the learner's participation in school-related activities and/or termination of the learner's contract with the School.
- 8.3. The parent consents that should the School deem it necessary that english language support is required in the best interests of the Learner, the School shall enrol the Learner onto an applicable support programme. Parents further consent to pay any applicable fees for enrolment onto an english language support programme.
- 8.4. Where a child is enrolled or due to be enrolled on an english language support programme and payment is not received by the date specified in the applicable invoice, the learner shall be regarded as immediately withdrawn from the School without refund of any fees.
- 8.5. Should the Principal at any time consider that the School is unable to adequately provide for a learner's educational needs, Parents will be asked to withdraw the learner.
- 8.6. If it becomes apparent following admission that any information concerning a learner has been withheld or falsified, deliberately or otherwise, regarding learning, language or support needs, or health conditions during the application process, it may lead to the removal of the learner from the School without refund of any fees.

9. SUSPENSION AND EXPULSION OF A LEARNER

- 9.1. A learner may be temporarily suspended from attending the School, at any time, without refund of fees, if, in the opinion of the School:
 - 9.1.1. the learner's conduct, at any time, whether on or off School premises has been unsatisfactory.
 - 9.1.2. a parent has at any time, whether on or off School premises, treated the School or members of its staff or learners unreasonably. Examples include but are not limited to: verbal, written or physical abuse, defamation of character, a threat of any kind. The severity of the incident shall be taken into account when determining a course of action.
 - 9.1.3. The decision to temporarily suspend a learner shall not be taken without good cause. The opinion of the School shall be deemed reached if a

consensus of three members of the Senior Leadership Team are in agreement with the proposed course of action.

- 9.2. A learner may be expelled at any time, without refund of fees, if in the opinion of the School:
- 9.2.1. the learner has been charged or convicted of a serious offence under Singapore law.
 - 9.2.2. the learner's conduct, at any time, whether on or off School premises, brings the School's reputation into disrepute.
 - 9.2.3. the learner exhibits repeated disruptive behaviour, on or off School premises, in or out of academic lessons.
 - 9.2.4. a parent has at any time, whether on or off School premises, treated the School or members of its staff or learners unreasonably. Examples include but are not limited to: verbal, written or physical abuse, defamation of character, a threat of any kind. The severity of the incident shall be taken into account when determining a course of action.
 - 9.2.5. The decision to expel a learner shall not be taken without good cause. The opinion of the School shall be deemed reached if a consensus of three members of the Senior Leadership Team are in agreement with the proposed course of action.
- 9.3. The Principal or designee has the final determination powers regarding the decision and implementation of suspension or expulsion of a learner, as provided for in these Terms and Conditions.
- 9.4. The decision to suspend or expel a learner shall be at the sole discretion of the Principal or designee. Under no circumstances, shall the School or its staff divulge any confidential information or sources of information which the Principal or a delegate has acquired during an investigation, which has resulted in the suspension or expulsion of a learner.
- 9.5. Any learner who has been withdrawn, suspended or expelled from the School, shall have no authorization to enter the School premises, without the express written permission of the Principal.
- 9.6. Any parent whose child has been withdrawn, suspended or expelled under Clause 9.2.4 shall have no authorization to enter the School premises without the express written permission of the Principal.

10. ACCOMMODATION REQUIREMENTS

- 10.1. Learners must reside with at least one parent in a permanent residential situation in Singapore, except as provided in Clause 10.3. This is inclusive of all learners, regardless of age and for the avoidance of doubt, also applicable to learners above the age of 18 years old.
- 10.2. 'A permanent residential situation' is to be interpreted that at least one parent must be living in the same residence with the learner for at least 90% of the semester time, inclusive of weekends.

- 10.3. The School recognizes 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.
- 10.4. Should the conditions set out in section 10.3 occur often and be deemed by the school to be adversely impacting the Learner, the parents shall be found to have breached the Accommodation Requirements and Section 10.9 shall be applicable.
- 10.5. Any instance of both parents being absent from Singapore for more than five continuous days shall require prior written approval from the School.
- 10.6. 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.
- 10.7. A learner may reside with a legal guardian should the parent live outside of Singapore, when entering Year 9 or above.
- 10.8. A learner in Year 8 or below shall only live with his/her biological or adopted 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.
- 10.9. 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 acceptance cancelled by the Principal, without refund of fees.

11. GENERAL CONDITIONS

- 11.1. It is a condition of attending and remaining at the School that parents and learners accept all School policies and conditions contained within handbooks. School Policies and handbooks are available on the Parent Zone of the school website, and are free to be amended as and when deemed necessary by the School.
- 11.2. The parents authorise the Principal to take / authorise any and all decisions that safeguard or enhance the learner's welfare. The Principal or delegate may consent the learner 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.
- 11.3. Should one parent of a learner 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 Learner.
- 11.4. 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.
- 11.5. The School shall not be held liable for any accidental injury, death or loss of property, either on the School premises or on the way to or from the School premises, or on any School-related activity or trip.
- 11.6. Learners are at all times responsible for the security of all personal property.

- 11.7. Parents consent on behalf of themselves and the learner 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 learner and others.
- 11.8. 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 learner.
- 11.9. Parents consent to the School using learners' work, photographs, achievements and video footage of the learner 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.
- 11.10. Limitation of liability: The limit of any School liability to the parents or learner, for any and all claims, shall not in the aggregate, exceed the annual fees collected by the School from the respective parents, for the learner in which a claim is being made.
- 11.11. 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.
- 11.12. 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.
- 11.13. 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.
- 11.14. The School shall as necessary make changes from time to time. Parents consent to ongoing amendments to: these Terms and Conditions, its premises and facilities, the programme of learning, the structure of classes, any rules and disciplinary procedures, the school day length, the number of days in a semester, or to any other aspect concerning the operation of the School.
- 11.15. Attendance of the Learner at the School indicates parental and learner acceptance of these current Terms and Conditions and agreement to abide by all School Policies and handbook conditions.
- 11.16. Any waiver or exception is effective only if given in writing by the School Principal.

12. FORCE MAJEURE

- 12.1. 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.
- 12.2. 'Force Majeure' herein means any of the following events: war, invasion, terrorism, sabotage or arson; act of Government; earthquakes, fire, lightning, storms, floods or any other occurrence caused by the operation of the forces of nature; strikes, lockouts,

labour disputes; epidemic or infectious disease; any other event similar to any of the foregoing or any other event beyond the control of the School.