

## PRIVATE EDUCATION INSTITUTION-STUDENT CONTRACT

This Contract binds both the Private Education Institution (PEI) and the Student once both parties sign this Contract. If the Student is under eighteen (18) years of age, the Student will be represented by the Parent/Legal Guardian.

This Contract is made between:

- |   |   |                                       |
|---|---|---------------------------------------|
| (1) Registered Name of PEI  | : | Invictus International School Pte Ltd |
|   | : | _____                                 |
| Registration Number   | : | 201541510R                            |
|   | : | _____                                 |
| (2) Full Name of Student  | : | Click or tap here to enter            |
|   | : | _____                                 |
| NRIC Number (for SC/PR)*  | : | Click or tap here to enter            |
|   | : | _____                                 |
| Student's Pass Number (if available)/<br>Passport Number (for international student)*       | : | Click or tap here to enter            |
|   | : | _____                                 |
| (3) Full Name of Parent/Legal Guardian*<br>(if Student is under eighteen (18) years of age) | : | Click or tap here to enter            |
|   | : | _____                                 |
| NRIC/Passport Number*   | : | Click or tap here to enter            |
|   | : | _____                                 |

\*Delete as appropriate by striking through.

Where non-applicable, put "N.A.". Leave no fields blank. State all dates in the format of DD/MM/YYYY.

### 1. COURSE INFORMATION AND FEES

- 1.1 The PEI will deliver the Course as set out in Schedule A to the Student, towards conferment of the stated qualification upon successful Course completion.
- 1.2 The PEI confirms that the Course has been permitted by the Council for Private Education (CPE) and no amendments have been made to the Course as set out in Schedule A, unless otherwise permitted by CPE.
- 1.3 The Course Fees payable are set out in Schedule B and the optional Miscellaneous Fees in Schedule C.
- 1.4 The PEI considers payment made 7 days after the scheduled due date(s) in Schedule B as late. The PEI will explain to the Student its policy for late payment of Course Fees, including any late payment fee charged in Schedule C (if applicable) and any impact on Course/module completion (if applicable).

## **2. REFUND POLICY**

### **2.1 Refund for Withdrawal Due to Non-Delivery of Course:**

The PEI will notify the Student within three (3) working days upon knowledge of any of the following:

- (i) It does not commence the Course on the Course Commencement Date;
- (ii) It terminates the Course before the Course Commencement Date;
- (iii) It does not complete the Course by the Course Completion Date;
- (iv) It terminates the Course before the Course Completion Date;
- (v) It has not ensured that the Student meets the course entry or matriculation requirement as set by the organisation stated in Schedule A within any stipulated timeline set by CPE; or
- (vi) The Student's Pass application is rejected by Immigration and Checkpoints Authority (ICA).

The Student should be informed in writing of alternative study arrangements (if any), and also be entitled to a refund of the entire Course Fees and Miscellaneous Fees already paid should the Student decide to withdraw, within seven (7) working days of the above notice.

### **2.2 Refund for Withdrawal Due to Other Reasons:**

If the Student withdraws from the Course for any reason other than those stated in Clause 2.1, the PEI will, within seven (7) working days of receiving the Student's written notice of withdrawal, refund to the Student an amount based on the table in Schedule D.

### **2.3 Refund During Cooling-Off Period:**

The PEI will provide the Student with a cooling-off period of seven (7) working days after the date that the Contract has been signed by both parties.

The Student will be refunded the highest percentage (stated in Schedule D) of the fees already paid if the Student submits a written notice of withdrawal to the PEI within the cooling-off period, regardless of whether the Student has started the course or not.

## **3. ADDITIONAL INFORMATION**

**3.1** The laws of Singapore will apply to how this Contract will be read and to the rights the parties have under this Contract.

**3.2** If any part of this Contract is not valid for any reason under the law of Singapore, this will not affect any other part of this Contract.

- 3.3** If the Student and the PEI cannot settle a dispute using the way arranged by the PEI, the Student and the PEI may refer the dispute to the CPE Mediation-Arbitration Scheme ([www.cpe.gov.sg](http://www.cpe.gov.sg)).
- 3.4** All information given by the Student to the PEI will not be given by the PEI to anyone else, unless the Student signs in writing that he agrees or unless the PEI is allowed to give the information by law.
- 3.5** If there is any other agreement between the PEI and the Student that is different from the terms in this Contract, then the terms in this Contract will apply.
- 3.6** If the Student or the PEI does not exercise or delay exercising any right granted by this Contract, the Student and the PEI will still be able to exercise the same type of right under this Contract during the rest of the time the Contract continues.
- 3.7** If this Contract is also signed or translated in any language other than English and there is a difference from the English language copy of this Contract, the English language copy will apply.

## **SCHEDULE A**

### **COURSE DETAILS**

*Note: The information provided below should be the same as that submitted to the CPE.*

1) Course Title	INTERNATIONAL GENERAL CERTIFICATE OF SECONDARY EDUCATION (IGCSE) <b>Grade 9.</b>
2) Course Duration (in months)	12 months total
3) Full-time or Part-time Course	Full-time Course
4) Course Commencement Date	16 <sup>th</sup> August 2021
5) Course Completion Date	14 <sup>th</sup> August 2022
6) Date of Commencement of Studies if later than Course Commencement Date <i>Note: "N.A." if both dates are the same</i>	Click or tap here to enter text.
7) Qualification <i>(Name of award to be conferred on the Student upon successful Course completion)</i>	Academic Progress Report (Upon completion of <b>Grade</b> at Invictus International School) 16 <sup>th</sup> June 2022
8) Organisation which develops the Course	Cambridge Assessment International Education
9) Organisation which awards/ confers the qualification	Invictus International School Pte Ltd
10) Course entry requirement(s)	<p><b><u>Academic level</u></b> Students are to attain an equivalent to Grade 8 academic level based on the academic reports and/or pass the internal school placement tests</p> <p><b><u>Language Proficiency</u></b> Students are to attain an English Language proficiency equivalent to Grade 8 academic level based on the academic reports and/or pass the internal school placement tests</p> <p>In addition, admission and entry considerations are also set out in Section 3 of Invictus International School's Terms &amp; Conditions.</p>
11) Course schedule with modules and/or subjects	<p>The subjects offered are based on the syllabus provided by the Cambridge Assessment International Education.</p> <p>The detailed timetable will be made available to you before the commencement of each semester.</p> <p>International General Certificate of Secondary Education (IGCSE) Grade 9 is a preparatory course and International General Certificate of Secondary Education (IGCSE) Grade 10 is a certificate course</p> <p>Students will take 5 - 8 of the following subjects listed below:</p> <ul style="list-style-type: none"> <li>● English – First Language</li> </ul>

	<ul style="list-style-type: none"> <li>● English as a Second Language</li> <li>● English – Literature in English</li> <li>● Chinese – Second Language</li> <li>● Chinese (Mandarin) – Foreign Language</li> <li>● Chinese – First Language</li> <li>● Mathematics</li> <li>● Additional-Mathematics</li> <li>● Information &amp; Communication Technology</li> <li>● Biology</li> <li>● Chemistry</li> <li>● Physics</li> <li>● Geography</li> <li>● History</li> <li>● Global Perspectives</li> <li>● Business Studies</li> <li>● Economics</li> <li>● Music</li> <li>● Art and Design</li> </ul> <p>Finalised subject options for each academic year is made based on demand and meeting minimum numbers to offer a subject.</p>
<p>12) Scheduled holidays (public and school) and/or semester/term break for course</p>	<p>The Invictus International School Academic Year runs from August to June and scheduled holidays are published on the school website.</p> <p>13 August 2021: New Student Orientation  16 August 2021: Term 1 Begins  17 September 2021: Parent Teacher Conferences  8 -17 October 2021: October Break  18 October 2021 : Term 2 Begins  4 November 2021: Deepavali  5 November 2021 : School Holiday  15 December 2021: Winter Concert-Early Dismissal  16 December 2021- 4 January: Winter Break  25 December 2021: Christmas Day  1 January 2022: New Year's Day  5 January 2022: Term 3 Begins  28 January 2022 : Chinese New Year Concert  31 January 2022 : School Holiday  1-2 February 2022: Chinese New Year  11 February 2022 : Parent Teacher Conference  17 March 2022 : Sports Day  18 March - 3 April 2022: Spring Break  04 April 2022: Term 4 starts  15 April 2022: Good Friday  1 May 2022 : Labour Day  2 May 2022 : Hari Raya Puasa  3 May 2022 : Labour Day in lieu  15-16 May 2022 : Vesak Day  16 June 2022: Awards Day - Early Dismissal  17 June – 14 August 2022 : Summer Break</p>

	Dates may change from time to time as determined by the School. Additional days may be added in the event that days are lost due to emergencies / inclement weather or unforeseen events. Public holidays are advised by the Singapore Ministry of Manpower and are sometimes varied or confirmed throughout the year.
13) Examination and/or other assessment period	Invictus will use continual teacher assessment based on formative assessment. This will be informed by: -regular formal testing for knowledge -observation of skills -assessing of written work and project work  In addition, there will be two opportunities a year for parent / teacher / student conferences to discuss progress and target setting. .
14) Expected examination results release date	Reports to parents will consist of the following: A Mid-Year Report in December and Year-End Report in June are released detailing academic progress and goals.  Parent Teacher Conferences are held once in Term 1 and in Term 3 to detail progress of the students.
15) Expected award conferment date	16 <sup>th</sup> June 2022

## **SCHEDULE B**

### **FEES**

Fee breakdown	Total Payable (S\$)
Prorated Tuition (if applicable) 7% GST	S\$0.00 S\$0.00
<b>Total Prorated Tuition Payable (a)</b>	<b>S\$0.00</b>
No of Course Fee Instalments: Five (5) Annual Course Fee Total 7% GST	S\$20,000.00 S\$1,400.00
<b>Total Course Fees Payables (b)</b>	<b>S\$21,400.00</b>
Course Material Fee 7% GST	S\$250.00 \$17.50
<b>Total Course Material Fee Payable (c)</b>	<b>S\$267.50</b>
Example : Early Bird Discount , Transfer Students from Invictus Family including Scholarships or staff's children education allowance	S\$0.00 S\$0.00
<b>Less: Discount (d)</b>	<b>S\$0.00</b>
<b>Total Fees Payables, Nett (a) + (b) + (c) - (d)</b>	<b>S\$21,667.50</b>
<b>No. of Instalments</b>	<b>xx</b>

## INSTALMENT SCHEDULE

Instalment Schedule	Course Fee (S\$) + 7% GST (S\$)	Due Date for Instalments
Instalment 1	S\$4,050.00 + S\$283.50	16 August 2021 (16 August 2021 - 04 October 2021)
Instalment 2	S\$4,050.00 + S\$283.50	05 October 2021 (5 October 2021 - 03 December 2021)
Instalment 3	S\$4,050.00 + S\$283.50	06 December 2021 (6 December 2021 - 15 February 2022)
Instalment 4	S\$4,050.00 + S\$283.50	16 February 2022 (16 February 2022 - 22 April 2022)
Instalment 5	S\$4,050.00 + S\$283.50	25 April 2022 (25 April 2022 - 14 August 2022)
Total course Fees Payable	xxx	

- Each instalment amount shall not exceed the following:
  - 12 months' worth of fees for Edu-Trust certified PEIs\*; or
  - ~~6 months' worth of fees for non Edu Trust certified PEIs with Industry Wide Course Fee Insurance Scheme (IWC)\*; or~~
  - ~~2 months' worth of fees for non Edu Trust certified PEIs without IWC\*.~~

\* Delete as appropriate by striking through.

- Each instalment after the first shall be collected within two (2) weeks before the next payment scheduled.

## SCHEDULE C MISCELLANEOUS FEES<sup>3</sup>

Purpose of Fee	Amount (with GST, if any) (S\$)
Academic Field Trips	S\$150.00 - S\$1,500.00* (depends on destination) Prior to activity commencement
Examination Fees	S\$140 per IGCSE subject (when due for examination registration only)
Co-curricular Activities (optional)	S\$0.00 - S\$2,000.00* Prior to activity commencement
Additional Support Classes	S\$42.80 per session* (for identified students only)
Report Copy Fee	S\$10.00 for paper copy* Prior to issuance of report
Uniforms	S\$0.00 - S\$500.00*

	Upon purchase of uniforms
Bank / Transfer Charges	S\$20.00 - S\$30.00* Varies between banks
Reissue of Student Access Card (Centrium only)	S\$85.60* Upon replacement
Administration Fee for Late Fee Payment	2% per month on any overdue amount as per the Course Fee instalment Schedule Due Dates

3. Miscellaneous Fees refer to any non-compulsory fees which the students pay only when applicable. Such fees are normally collected by the PEI when the need arises.

### **SCHEDULE D REFUND TABLE**

% of [the amount of fees paid under Schedule B (a +b+ c - d)]	If Student's written notice of withdrawal is received:
100%	more than 30 days before the Instalment Due Date *
50%	before, but not more than 30 days before the Instalment Due Date *
0%	after, but not more than 0 days after the Instalment Due Date *
0%	more than 0 days after the Instalment Due Date *
100%	more than 30 days before the Instalment Due Date *

The parties hereby acknowledge and agree to the terms stated in this Contract.

SIGNED by the PEI



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Authorised Signatory of the PEI  
Name: Dr Nicholas Duggan  
Date:

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Seal of PEI

SIGNED by the Student

SIGNED by the Student's parent or legal guardian (if  
the student is under eighteen (18) years of age)

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Name of Student:  
Click or tap here to enter text.  
Date :

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Name of Parent or Legal Guardian :  
Click or tap here to enter text.  
Date :

**FORM 12 Regulation 25(5)(b)**  
**PRIVATE EDUCATION ACT**  
**(No. 21 of 2009)**  
**PRIVATE EDUCATION REGULATIONS**  
**ADVISORY NOTE TO STUDENTS**

This note is for a prospective student.

You are strongly encouraged to thoroughly research the private education institution (PEI) conducting the course before signing up for any course. You should consider, for example, the reputation of the PEI, the teacher-student ratio of its classes, the qualifications of the teaching staff, and the course materials provided by the PEI.

By signing and returning the Student Contract (the "Contract"), you agree to the terms and conditions which will bind you and the PEI, if you accept the PEI's offer of a place in a course of study offered or provided by the PEI.

You should ask the PEI to allow you to read a copy of the Contract (with all blanks filled in and options selected) in both English and the official language of your home country, if necessary. For your own protection, you should review all the PEI's policies, and check carefully that you agree to all the terms of the Contract, including the details relating to each of the following sections, before signing the Contract:

- a. The duration of the course, including holidays and examination schedules, and contact hours by days and weeks;
- b. The total fees payable, including course fees and other related costs;
- c. Dates when respective payments are due;
- d. The refund policy in the event of voluntary withdrawal (by you) or enforced dismissal from the course or programme (by PEI);
- e. The Fee Protection Scheme you are subscribed to and its coverage;
- f. The dispute resolution methods available; and
- g. Information about the PEI's policies on academic and disciplinary matters.
- h. The degree or diploma or qualification which will be awarded to you upon successful completion of the course.

If you have any doubt about the contents of the Contract, or if the terms are different from what the agent or the PEI have informed you previously, or advertised, you should always seek advice and/or clarifications before signing the Contract

***This portion below is to be completed by the signatory of the Student Contract, i.e. either the student, or if the student is below the age of 18, his parent or guardian.***

I, \_\_\_\_\_, NRIC Passport number \_\_\_\_\_,  
(name of student/parent/guardian) (NRIC/passport no.)

have read and understood this advisory note before signing the Student contract for myself / my  
ward \*\* ( \_\_\_\_\_ (NRIC/passport) \_\_\_\_\_ )  
(name of ward)

with \_\_\_\_\_ (name of PEI)

\_\_\_\_\_  
(Signature of student or parent/guardian)

Date: \_\_\_\_\_

## **Invictus International School Terms and Conditions 2021-2022 Academic Year**

### **1 Introduction**

**1.1 These Terms and Conditions** form part of the Invictus International School - Student contract and form the basis of a legal contract for educational services.

**1.2 Documents referred to:** Other documentation may be produced from time to time, such as the School's rules or a Student handbook, and if so, may also be made available upon Invictus International School's acceptance of the Student. Parents also have an opportunity to see any of such other documents on request.

### **2 Interpretation**

**2.1 "School"/"We"/"Us"** means Invictus International School Pte. Ltd. trading as Invictus International School ("**Invictus**"). Invictus International School Pte. Ltd. is constituted as a private company limited by shares under the Singapore Companies Act, Chapter 50.

**2.2 "The Committee" / "Board"** refers to the School's Academic, Examination or any other applicable Boards of the School.

**2.3 "The School Principal"** is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Principal has been delegated.

**2.4 "Parent(s)"/"Guardian(s)"/"You"** means any person who has signed as the parent or guardian of the student in the Invictus International School – Student contract and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.

**2.5 "Student"** is the child named on the Invictus International School - Student contract and the Application for Admission Form. The age of the Student will be calculated in accordance with international school practice. The Student needs to be eligible to reside in Singapore with the appropriate immigration pass, e.g. Dependant's Pass, Student Pass. Singapore citizens need approval from the Ministry of Education to be eligible to enroll in the School.

**2.6 "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 campus activities. The School Year commences in August and ends in June each year, with vacation periods as defined in the School's calendar during the year. The School reserves the right to vary its academic year from time to time to suit the best interests of the School community.

**2.7** Any capitalised terms used in these terms and conditions that are not defined herein shall have the meanings ascribed to them in the Invictus International School - Student Contract.

### **3 Admission and Entry to the School**

**3.1 Application and Admission:** Applicants will be considered as candidates for admission and entry to the School when the requisite documentation has been completed and received by us. Admission will be subject to the availability of a place and the Student and Parents satisfying the admission requirements at the time. "**Admission**" occurs when Parents accept the offer of a place. "**Entry**" is the date when a Student attends the School for the first time under this contract.

**3.2 Entry Considerations:** Parents agree to fully disclose citizenship, learning needs or other information relating to the application of the Student. The School will need to assess the Student's level of English Language proficiency and/or academic level. Parents and/or legal guardians and/or local guardians will also be required to execute the applicable declaration and undertaking form(s) in such form and manner as may be prescribed by the School from time to time, failing which the School is entitled to withdraw the offer of a place or exclude the Student from the School without refund of any Fees. At the discretion of the School Principal, the Student may be required to take a test or to be interviewed to determine this. If a test is required, all test responses must be those of the child and if it becomes apparent that this has not been the case, the School is entitled to withdraw the offer of a place or remove the Student from the School without refund of any Fees. The name of the Student in Invictus International School's records and official documents shall be the name reflected in the Student's passport. If there is a subsequent change of name, the Parent or Guardian must communicate this to the School and provide supporting documents such as a deed poll to the School.

**3.3. Deferment:** In the event a Student, having been offered and accepted enrolment into the School, wishes to change the commencement date as stated in the Letter of Acceptance, he/she or his/her Parent/Guardian is required to make a written application to the School requesting a deferment, stating the reasons for doing so and the length of deferment. The School, upon receiving such an application, reserves the right to determine whether to approve such deferment in its sole discretion.

**3.4 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.

**3.5 Disclosure of Nationality:** Parents are required to fully disclose the nationality/citizenship status of all applicants – including dual nationality and undertake to do so to the School, including providing supporting documents as requested as and when applicable. Any change in nationality, citizenship and/or residency status, or any events that might affect the same, must be communicated to the School by the Parent and must be accompanied by supporting documents.

Specifically, any applicant who holds Singapore citizenship, either by birth or registration, must declare this information at the time of the application, as approval from the Ministry of Education is required before Entry. After Entry, any change in the nationality and residency status must be notified in writing to the School.

**3.6 Singapore Citizens and Permanent Residents (PR's):** Singapore citizens holding dual citizenship may not make an application based solely on their non-Singaporean status. Singapore citizens holding dual citizenship can make an application and if successful in the entry assessment, the school may submit an application to the Ministry of Education for an

exemption based on the families circumstances. Permanent Residents, who are non-Singaporean, do not require a Ministry of Education exemption. Children who become Singapore citizens will only be able to retain their place at the School after the Ministry of Education has issued an exemption.

**3.7 Non Singapore citizens and Non-Permanent Residents (PR's):** Admission and continued enrollment at the School is conditional upon the Student having a valid Dependant Pass or Diplomatic Pass issued by the Immigration Department of Singapore. Any changes in the parent's employment and/or expiry of relevant Pass or change in immigration status of the Student must be notified to the School immediately. Students must be legally permitted to reside in Singapore to remain enrolled at the School.

**3.8 Decisions are final and binding:** Decisions made by the School:

- (a) in respect of any offer of placement to the School;
- (b) in respect of the Admission and/or Entry of an applicant; or
- (c) pursuant to this Clause 3

are subject to the School's sole and absolute discretion, and all such decisions are final and binding on the applicant or Student (as the case may be). For the avoidance of doubt, no appeals whatsoever to the School in respect of these decisions shall be allowed in any circumstances.

## **4 Student Welfare**

**4.1 Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's legal rights and freedoms which must, however, be balanced with the lawful needs and rules of our school community and the legal rights and freedoms of others.

**4.2 Complaints:** Any question, concern or complaint about the Student welfare or safety of a Student must be notified immediately to a member of the staff or in the case of a grave concern, must be notified in writing to the School's principal and/or by telephone and email in a case of emergency.

**4.3 Student's Legal Rights:** Under Singapore law, a person under 21 years of age is considered a minor and the parents/local guardians are responsible for the Student. The decision making rights of a minor vest in the parents/local guardians. Where parents of the Student are divorced/separated, the School will follow an order of court to determine the party/parties that has/have custody of the Student and therefore, is responsible for making decisions for the Student. Any change of custody, care and/or control of the Student must be communicated to the School by the Parent or Guardian providing supporting documents of the same.

**4.4 Emergencies:** The Parents authorize the School to take and/or authorize in good faith all decisions which the School considers on proper grounds will safeguard and promote the Student's welfare. The Parents authorize the School to consent on behalf of the Parents to the Student receiving emergency medical treatment if the Parents cannot be contacted at the time consent is required. The Parents accept that all direct and incidental expenses incurred for the emergency treatment will be the responsibility of the Parents. In the event of an emergency situation involving the Student, the Parent/local guardian appointed by the Parent authorizes the School to make decisions on their behalf for the Student if reasonable attempts made by the School to contact the Parent/local guardian are unsuccessful.

**4.5 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.

**4.6 Disclosures:** Parents must, at the time of admission, and in any event as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Student, any history or diagnosis of a learning difficulty on the part of the Student or any member of his/her immediate family, or any family circumstances or court order which might affect the Student's welfare or happiness, or any concerns about the Student's safety. It is compulsory that the Student be vaccinated against the diseases set out in the Fourth Schedule of the Infectious Diseases Act (Cap 137) prior to his/her enrolment to the School. In the event the Student has failed to obtain the necessary vaccination, the Student shall have thirty (30) calendar days to procure the same, failing which the Student shall either be withdrawn from the School or refused enrolment unless the Student is able to provide as evidence as waiver/exemption from the Director or any officer of the Health Promotion Board as defined under the Infectious Diseases Act (Cap 137). In addition to this, the School requires the Student to be immunised as per the prevailing Singapore National Childhood Immunisation Schedule prior to, and where applicable, during his/her enrolment.

**4.7 Special Precautions:** The School needs to be aware of any matters that are relevant to the Student's safety and security. The School's principal shall be notified in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from the School premises if the School's principal, acting in a proper manner, considers such exclusion to be in the best interests of the Student or of the School.

**4.8 Leaving School Premises:** Students must seek permission to leave the School grounds and adhere to the procedures in the Student Handbook. The Parents agree that the School is entitled to prevent a Student leaving the premises during school hours where prior arrangement was not made and until such time as the express permission of the Parents is obtained. The School will do all that is reasonable to ensure that the Student remains in the care of the School during school hours but we cannot accept responsibility for a Student who leaves school premises whether or not in breach of policies and guidelines of the Student Handbook.

**4.9 Residence during the School Year:** Students are required during the School Year to live with a parent or legal guardian or with a local guardian acceptable to the School. The School's principal must be notified in writing immediately if a Student will be residing during the School Year under the care of someone other than a parent. The School will not usually accept a Student who is not living with their parents or legal guardian. The School may accept a Student who is residing with a close relative. This is at the School's discretion and the School will only consider accepting such an arrangement if the Student's Parents and local guardian(s) have first executed the applicable declaration and undertaking form(s) in the form and manner as may be prescribed by the School from time to time. The School reserves the right to exclude the Student from the School or require the removal of any Student who resides or intends to reside with someone other than a parent who the School deems to be unsuitable.

**4.10 Absence of Parents:** When both Parents will be absent from the Student's home overnight or for a twenty-four hour period or longer, the School must be told in writing the

name, address and telephone number for twenty-four hour contact with an adult, other than a domestic helper, who will have the care of the Student.

**4.11 Communication with Parents:** With the exception of communication regarding cancellation, withdrawal and notice of withdrawal the School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless other arrangements are made and any communication from the School to any such person as having been made to each of them.

**4.12 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.

**4.13 Photographs & Videos:** Parents will be asked whether or not they consent to the School using photographs & videos of students and their work prior to publications. If the parent consents to the students' photographs & video being used, these may be used by the School for marketing purposes, including but not limited to, Social Media, website content and print material.

**4.14 Transport:** In the event that transport is arranged by the School for a School event, the Parents consent to the Student travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

**4.15 Student's Personal Property:** Students are solely responsible for the security and safe use of all their personal property. Parents are responsible for labeling all personal property. Parents are responsible for the 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.

**4.16 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 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.

## **5 Health and Medical Matters**

**5.1 Medical Declaration:** Parents must complete a medical declaration form on application concerning the Student's health and must inform the School's principal 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.

**5.2 Medical Care:** Parents must comply with the School's quarantine regulations as applicable/varied from time to time. Parents are also asked to inform the School if they or the Student have travelled to or have been in transit in a country with a known contagious or communicable disease, illness or virus, particularly when the Parent or the Student have been at risk of exposure to such.

**5.3 Student's Health:** The School's principal may at any time require a medical opinion or certificate as to the Student's general health where the School's principal considers that necessary as a matter of professional judgment in the interests of the child and/or the School.

**5.4 Medical Information:** Throughout a Student's time at the School, the School shall have the right to disclose information about the Student if considered to be in the Student's own interests or necessary for the protection of other members of the school community. Such information will be given and received on a "*need-to-know*" basis.

**5.5 Medical closure:** In the event of a medical event or circumstance within or affecting Singapore that requires the School to be closed by the relevant authorities of the Singapore government, the School will not be obliged to refund all or any part of the Fees for any period of closure before or after any such event. In this situation, the School will make arrangements, where practicable, to ensure continuity of your child's education.

**5.6 Liability:** The School maintains insurance for customary insurable risks including comprehensive liability and coverage for school property. 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/or their possessions.

## **6 Educational Matters**

**6.1 Organization:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgment of the School's Committee/Board, is most appropriate to the school community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of gender, nationality and language as well as abilities and aptitudes among the Students and may take into account management of class dynamics. Any parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's advisor or teacher, or any other appropriate members of staff, as soon as possible, or contact the School's principal Committee or Board members in the case of a grave concern.

**6.2 Progress Reports:** The School monitors the progress of each Student and reports regularly to Parents by means of full written reports and Parent/Teacher conferences. Records, reports and recommendations will not be released until all financial obligations of the Parents to the School have been met.

**6.3 Examinations and Tests:** The School's principal may, after consultation with the Parent and Student, decline to enter a Student's name for an examination or achievement test if, in the exercise of professional judgment, the School's principal 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.

**6.4 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.

**6.5 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. The School may also offer developmental and/or learning support, at an extra cost to the Parents, to Students who, in the professional judgment of the School, have an individual learning need. However, if the School is not able to provide adequate or appropriate developmental teaching and other learning support or if in the School's professional judgment and after consultation with the Parents and with the Student (where appropriate), the Student is unable to obtain the appropriate developmental and/or learning progress despite such support provided by the School, the Parents will be asked to withdraw the Student. This is defined as "**Removal**", which means that the Student has been required to leave ("**asked to leave**") the School permanently. If it subsequently becomes apparent after the admission of the Student that information regarding the Student's individual learning needs have been withheld or falsified during the application process, the School, in its discretion, may determine that the Student should be withdrawn from its programmes.

**6.6 Assessment of language proficiency:** 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. After acceptance, Parents may be asked to withdraw the Student if in the professional judgment of the School's principal and after consultation with the Parents and with the Student (where appropriate), the School cannot provide adequately for a Student's language learning needs or the Student's language proficiency is, in the School's opinion, insufficient to contribute to a meaningful educational experience whilst enrolled in the School. This is defined as "**Removal**", which means that the Student has been required to leave ("**asked to leave**") the School permanently.

**6.7 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.

**6.8 Progression through the School:** It is assumed that each Student who satisfies the relevant academic and disciplinary criteria at the time will progress through each grade level at the School. Parents will be consulted in advance if there appears to be any reason why the Student may be refused a place in the next grade level of the School. Parents must give notice in writing in accordance with the Provisions about Notice (in Section 8) if they do not intend that their child will proceed to the next grade level of the School.

**6.9 School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("Intellectual Property") arising

as a result of the actions or work of a Student in conjunction with any member of staff and/or other Students at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Student's role in the creation/development of Intellectual Property.

**6.10 Camps, Field Trips, excursions and other activities:** The School provides various outdoor programs that are a fundamental component of the school curriculum. For example, Students may be involved in school excursions or outdoor activities. Curriculum excursions for individual subjects are designed to fulfil curriculum learning components. It is expected that all students will participate in excursions as they are an integral component of the School's curriculum. Parents will be required to provide the School with current passport copies, visa copies and completed Medical form(s) (where applicable) for each of their children prior to these activities taking place. The cost of the activities will be payable by Parents to the School 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, airfares, 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.

**6.11 Indemnity** Parents/Guardian further agree that, save for loss, damage, accident or injury which is due to the negligence or default of the School, its officers, school administrators, employees, agents or volunteers, the School shall not be responsible or liable for any loss or damage (including but without limitation and to the extent permissible by law, personal injury, loss of life or property damage) howsoever caused by, sustained or arising as a result of the Student's participation in the School's activities.

**6.12 Further Indemnity** Parents further agree to indemnify the School, its officers, its school administrators, its employees, agents or volunteers against all losses, claims, demand, actions, proceedings, damages or costs against all losses, claims, demand, actions, proceedings, damages, costs or expenses including all damages, medical expenses, legal fees, and any other liability which may arise from or in connection with the Students' participation in the School's activities.

## **7 Behavior and Discipline**

**7.1 School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the School's Committee/Board to the School's principal. The Parents accept that the School's principal is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of a Student is at issue or to protect the welfare of each Student and the School community as a whole.

**7.2 School Rules:** The School's rules which apply will be published from time to time and 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.

**7.3 School Discipline:** The Parents hereby confirm that they accept the authority of the School's principal and of other members of staff on the School's principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Student and the school community as a whole. The School's disciplinary policy which is current at the time applies to all Students when they are on school premises or in the care of the School, or otherwise representing or associated with the School. These policies may undergo reasonable change from time to time but will not authorise any form of

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

**7.4 Parental Behaviour & Conduct:** Parents accept that they have a responsibility to act as role models for their children, and those of the school community. Parents confirm they accept the role, responsibility and ultimate authority of the School's principal within the school community. If after investigation by the School's principal, an opinion is formed of a parent's conduct, behaviour and actions (or lack thereof) being inconsistent with the school's Terms and Conditions, or that a parent has acted in an unreasonable or threatening manner toward either a Student, staff member or parent of the school community, or has failed to act, communicate or participate within reasonable expectations of the school, a student's enrolment placement will be withdrawn with immediate effect. The School's principal or the school is under no obligation to divulge the content or source of any information acquired during the course of the investigation which has led to the withdrawal of the Student's enrolment. Any such Student or family withdrawn from the school enrolment has no right of entry into the school premises without the written permission of the School's principal.

**7.5 Investigative Action:** A complaint or rumor of misconduct will be investigated. A Student may be questioned and his/her locker or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's legal rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by a parent, legal guardian or local guardian or a teacher of the Student's choice.

**7.6 Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Student in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents, legal guardian or local guardian so that they can attend a meeting with the School's principal 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.

**7.7 Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of Students or others who have given information which has led to the complaint or which the School's principal has acquired during an investigation.

**7.8 Terminology:** In these Terms and Conditions "**Suspension**" means that a Student has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation. "**Withdrawal**" means that the Parents have withdrawn the Student from the School. "**Expulsion**" and "**Removal**" mean that the Student has been required to leave the School permanently in the circumstances described below. "**Exclusion**" means that the Student may not return to School until arrears of Fees have been paid. "Exclusion" may also be used as a general expression covering any or all of the other expressions defined in this clause.

**7.9 Expulsion:** A Student may be formally expelled from the School if it is proved on the balance of probabilities that the Student has committed a very grave breach of school discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The School's principal shall act with procedural fairness in all such cases. If available, Parents will be given a copy of the review procedure current at the time. The School's

principal's decision may be subject to an independent or Committee or Board review, if requested by a Parent. The Student shall remain away from school pending the outcome of such a review.

**7.10 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.

**7.11 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 School's principal is of the opinion that by reason of the Student's conduct or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Student as an alternative to removal being required. The School's principal 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.

**7.12 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.

**7.13 Committee Review:** Parents may ask for a Review by the Committee (Appointed by the Academic Board) of a School's principal's decision to expel or require the removal of a Student from the School (but not a decision to suspend a Student unless the suspension is for 10 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 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).

**7.14 Review Procedure:** The School's principal will advise the Parents of the procedure (current at that time) under which such a review will be conducted by a panel of the Committee. If Parents request a Committee Review, the Student will be suspended from School until the decision to expel or remove has been set aside or upheld. While suspended, the Student shall remain away from School and will have no right to enter school premises during that time without written permission from the School's principal. A Committee Review will be conducted under fair procedures in accordance with the requirements of natural justice. If the parents ask for a Review of the Committee's decision, the Student will be suspended from the School until the decision to expel or remove has been set aside or upheld. All Reviews will be conducted under fair procedures in accordance with the requirements of natural justice.

**7.15 Complaints:** A complaint about any matter of School policy or administration not involving a decision to expel or remove a Student must be made in writing to the School's Principal and Committee or Board. Every reasonable complaint shall receive fair and proper consideration and a timely response.

## **8 Provisions about Notice**

**8.1 Notice** to be given by Parents means (unless the contrary is stated in these terms and conditions) written notice addressed to and received by the School. It is recommended that parents consult with the Admissions Office before giving notice to withdraw a Student.

**8.2 Re-enrollment:** It is assumed that a Student attending the School, who has fulfilled the relevant criteria, will be returning for the start of the following Academic Year provided they have completed the continuation form and signed and returned a student contract for the following Academic Year.

**8.3 Refund:** If a Student is withdrawn they may receive a refund as set out in Schedule D.

**8.4 Termination by the School:** The School may terminate this agreement by providing written notice sent by ordinary post at any time in a case involving expulsion or required removal. The School will not terminate the contract without good cause and full consultation with Parents and Student (if of sufficient maturity and understanding), and would offer the Parents a Committee Review of a decision to terminate an application. Course Fees would be refunded on a pro-rata basis without interest less any outstanding balance of the account.

## **9 Fees**

**9.1 Meaning:** "Fee" and "Fees" where used in these terms and conditions include each of the following charges where applicable: Course Fees; Fees for extra tuition or special programs; Miscellaneous fees including other extras such as equipment, photographs and other items ordered by the Parent or the Student and charges arising in respect of field trips or excursions, and damage where a Student alone or with others has caused loss or damage to school property or the property of any other person (fair wear and tear excluded), late payment charges if incurred and Fees in lieu of notice if timely written notice of withdrawal or cancellation has not been given.

**9.2 Payment:** The Parents undertake to pay the Fees applicable in each School Year as set out in the Invictus International School – Student contract. No Student shall commence at the School until all applicable Fees have been paid. Payments shall be made by any of the following methods:

1. By Cheque payable to: Invictus International School Pte. Ltd.
2. By Cash at the School's counter during office hours;
3. By Bank Transfer to the following account:  
BIC Name: OVERSEA-CHINESE BANKING CORPORATION  
BIC Code: OCBCSGSGXXX  
Account Name: Invictus International School Pte. Ltd.  
Account Number: 695222448001

**9.3 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 201541510R. The GST rate is 7%. The School is required to pass on and adjust Fees and charges for any changes to the GST rate that may be imposed by the Government of Singapore.

**9.4 Refund/Waiver:** Refund of Fees will only be made in circumstances set out in Clause 2 of the Invictus International School – Student contract.

**9. Exclusion for Non-Payment:** The School reserves its right to exclude a Student (upon written notice) while Fees are unpaid. A Student who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion.

Fees in lieu of notice will be payable in accordance with the Provisions about Notice in these Terms and Conditions. Any collection fees or legal fees incurred will be included in the amount due.

**9.8 Late Payment:** Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The School shall impose a late payment fee of 2% per month which is a genuine pre-estimate of the cost to the School of a default. Checks and other instruments delivered at any time after the due date will be presented immediately and will not be considered as payment until cleared.

**9.9 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 School. Late payment charges will be applied to any unpaid balance of Fees.

**9.10 Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.

**9.11 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 Head of School. The School reserves the right to refuse a payment from a third party. Parents are responsible for keeping the third party informed of all information regarding the fees and payment conditions. Any refunds for Fees originally paid by a third party will be refunded to that third party unless a written authorized request is received from that third party expressly authorizing in writing that the refund is to be made to a named parent of the Student or to that Parent's authorized representative.

**9.12 Installment Arrangements:** An agreement by the School to accept payment of current and/or past Fees by installments is set out within the Invictus International School - Student Contract Schedule B.

**9.13 Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. The revised Fees for each School Year will typically be reviewed in April each year and will take effect from a date as agreed by the Board. 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.

**9.14 Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as the sight of a passport) of the identity of a person who is paying Fees.

## **10 Force Majeure**

**10.1 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.

**10.2 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.

**10.3 Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under Clause 10.2 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

## **11 General Contractual Matters**

**11.1 Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions, in addition to the individual Invictus International School - Student Contract entered into between the School, the individual student and his/her parents, for each year of enrolment whilst attending the School.

**11.2 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 in Section 12 below. 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 School's Data Protection Policy in Section 12 below.

**11.3 Change:** The benefit and burden of this agreement may be freely assigned, novated or transferred to another party at the discretion of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time. Parents shall be responsible to make payment of Fees and acknowledge that actual Fees payable by the parent will only be advised to parents prior to the commencement at the school and the Fees payable by the parents may differ from the Fees quoted at the time of enrolment. These terms and conditions may also be amended, modified or updated from time to time at the School's sole discretion.

**11.4. Waiver:** No failure on the part of the School or any party to exercise and no delay on the part of the School or any party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right in these Terms and Conditions preclude any other or further exercise of it.

**11.5 Severability:** Whenever possible, each provision of this contract shall be interpreted in such a manner as to be effective and valid under the applicable law. In case any part of this contract shall be declared invalid, illegal, or otherwise unenforceable under the applicable law, the validity or enforceability of any other provision of this contract shall not in any way be affected or impaired thereby and the invalid, illegal or otherwise unenforceable provision shall be severed and deemed deleted from this Agreement.

**11.6 Representations:** Our website and other marketing materials describe the ethos on which the School is presently run and provides background information on the School. 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.

**11.7 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 email 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.

**11.8 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.

**11.9 Jurisdiction:** This contract is governed by Singapore law and the parties submit to the exclusive jurisdiction of the courts of Singapore.

## **12 Personal Data Collection and Privacy Policy**

**12.1 Privacy and Personal Data Collection:** 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 the Parents, Guardians and/or Students' rights to access and correct their personal data held by the school as well as the needs of the school to collect, use and disclose their personal data for legitimate purposes of the school.

**12.2 Purpose:** Personal data that is collected about the Student and the Student's family (including the Student and the Student's family'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 (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 to existing and prospective families



such through post, email or sms (18) emergency contact(s) (19) maintaining Student records (20) monitoring the use of the School's internet/computer network resources (21) 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.

**12.3 Consent:** Parents/Guardians and/or Students consent to the collection, use and disclosure of their personal information for the purposes set out in section 12.2 above.

**12.4 Access and Correction:** Parents have the right to request to access and/or correct the personal data held about you and your child(ren) by the School and the School shall respond to such request as soon as reasonably possible. Parents may contact the School in writing (together with proof of identity) to confirm whether and how the school has used or disclosed their or their child(ren)'s personal data (up to the last 1 year before the date of your request), request that any errors or omissions in the Parent's or their 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. Parents may also withdraw your consent to the collection, use, disclosure and processing of your personal data at any time and the School will advise parents of the consequences of withdrawing your consent. The School must be able to verify Parents' identity before it can accept any access or correction requests from the Parent 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 coordinator at the School at [swati.prajapati@invictus.school](mailto:swati.prajapati@invictus.school).

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

\* The Standard Student Contract by the Committee for Private Education, Skills Future Singapore allows Invictus as an Edutrust-certified private education institutions to collect 12 months' worth of fees in a single instalment, with the refund policy tied to a specified course commencement date. However, Invictus collects course fees in five instalments to ease parents' financial constraint. In this context, the course commencement date in the standard contract has been translated to the instalment due date of the instalment period during which the withdrawal takes place, and the refund amount is the % of the paid for, but unused school days.

For the purpose of clarity, the above refund policy translates to the following

% of [the amount of fees paid under Schedule B (a +b+ c - d)]	If Student's written notice of withdrawal is received:
100%	Instalment 1 : Before 17 July 2021 Instalment 2 : Before 5 September 2021 Instalment 3 : Before 6 November 2021 Instalment 4 : Before 17 January 2022 Instalment 5 : Before 26 March 2022

50%	Instalment 1 : 17 July 2021 to 16 August 2021 Instalment 2 : 5 Sept 2021 to 5 Oct 2021 Instalment 3 : 6 Nov 21 to 6 Dec 21 Instalment 4 : 17 Jan 22 to 16 Feb 22 Instalment 5 : 26 Mar 22 to 25 Apr 22
0%	Instalment 1 : After 16 August 2021 Instalment 2 : After 5 October 2021 Instalment 3 : After 6 Dec 21 Instalment 4 : After 16 Feb 2 Instalment 5 : After 25 Apr 22