TERMS AND CONDITIONS

These Terms and Conditions govern the Student Contract.

1. The School

- 1.1 St. Joseph's Institution International includes St. Joseph's Institution International Elementary School and St. Joseph's Institution International (collectively referred to as "the School"). Both are situated at 490 Thomson Road and are governed by the Board of Governors and a Brother President. However, each school has a different license to operate from the Ministry of Education and the Committee for Private Education. For the purposes of Admissions, Application Fee, Enrolment Fee, Security Deposit, Tuition Fees and any other related fees or issues, the two schools are treated as separate entities. The academic year starts in January and finishes in December with 2 terms.
- 1.2 **The Principal** is defined as the St. Joseph's Institution International Elementary School Principal (ES) and is the person appointed by the Board of Governors to be responsible for the students and includes those to whom any of the duties of the Principal have been delegated.
- 1.3 **The Parents** are defined as those who have parental responsibility/guardianship for the student and the Third Party referred to in Section 5.9 of these Terms and Conditions jointly and severally. We expect Parents/Guardians to support the School's Mission and to uphold and promote its good name; to support the Virtues Project, continue the student's education at home and to ensure that the student maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress code.

2. Admissions to St. Joseph's Institution International Elementary School

- 2.1 The Admissions Policy can be found on our School website along with further information about how to apply.
- 2.2 Applications for entry in any given academic year will be accepted no more than 2 years before the commencement of that academic year. The School will communicate the opening date for applications for each academic year via its website.
- 2.3 Students will be registered as applicants for entry into the School when a fully completed Application Form, all supporting documentation and the Application Fee are submitted to the Admissions Department on or after the opening date.
- 2.4 The Application Fee as set out in the Fee Schedule must be paid in order to register an application for any given academic year. The fee is non-refundable whether or not the student is admitted to the School in the requested academic year.
- 2.5 Applicant's information is treated in the strictest confidence. However, information regarding the applicant and application is shared with other departments and members of the School in the interest of the student's enrolment. When information is shared internally, the School will do so within the confines of the SJI International Code of Conduct for all staff. The School also shares information with the Singapore Ministry of Education, Committee for Private Education and any other authorities as directed.
- 2.6 When submitting the Online Application, the School assumes that the parent submitting the application is doing so with the agreement of the other parent. The school will not cancel a student's Admissions Test or enrolment unless the parent submitting the application agrees in writing.
- 2.7 The Application submission is deemed to be correct, complete and true. If information on the student has been withheld which includes (but not confined to) medical, behavioural, emotional or educational issues, the decision not to proceed with the application, or the withdrawal of an offer of a place will be at the School's discretion. If the student is enrolled and the School subsequently discovers that there has been a conscious withholding of information, the students' needs may not be met, especially in the case of learning needs. The School will then be

within its rights to renege on the student's offer of a place and will not be held liable for any consequences relating to the withholding of information.

- Admission to the School will be subject to the availability of a place and the student meeting the entrance criteria and the admission requirements applicable at the time. In all cases concerning the availability of a place, entry criteria and assessments, the decision of the Director of Admissions with regard to admission to the School is final. Applicants accept that entry is subject to, but not limited to entrance criteria and that the student will be required to take part in an admissions observation or an admissions test and interview, in order to ascertain whether the entrance criteria have been met. This may also include further evaluation of the students English language proficiency, learning support needs and/or academic level.
- 2.9 The applicant is required to formally accept an enrolment offer and make payment of the Enrolment Fees by the date set out in the offer documents. Where an offer has not been accepted by the offer deadline, the offer will be regarded as lapsed and the place may be offered to another applicant.
- 2.10 Where a student joins part way through the academic year, the Term fees will be prorated based on the term of entry.
- 2.11 When a student is transferring into, or out of, SJI International, the parents of the student consent to the School communicating with these schools, or any other school which the student has attended, currently attends, or to which the student is applying. This communication may include the sharing of confidential information about the student which may be pertinent to the admissions process. It may also include details about fee payments.
- 2.12 Should a student's current School notifies St. Joseph's Institution International Elementary School that some financial obligation remains outstanding, the School will delay admission of the student until a satisfactory arrangement to settle the account has been worked out.
- 2.13 By accepting a place at the School, parents acknowledge that reasonable changes may be made from time to time, to these Standard Terms and Conditions, to the size and location of the School and its campus, to its premises and facilities, to the academic and activities curriculum, to the structure and composition of classes and the way the School is run, to the rules and disciplinary framework, to the length of the school terms and the school day and to any other aspect of the School.
- 2.14 Where an applicant is unsuccessful in gaining admission in the academic year applied for, the application will rollover to the next academic year.
- 2.15 When signing the Application Form, the School assumes that the parent signing the form is legally authorised to do so and is doing so with the agreement of the other parent. The School will not cancel a student's admissions test or enrolment, unless the parent signing the form agrees in writing.

3. Immigration and Residency Requirements

3.1 To be eligible for admission, students must hold a valid residency pass (Dependant Pass, Student Pass or Immigration Exemption Order) issued by the Immigration & Checkpoints Authority, Singapore or Singapore Permanent Residency. A valid residency pass is required for the duration of the student's attendance at the School.

3.2 Singapore citizens:

- 3.2.1 The School will not be able to admit Singapore citizens who are age appropriate for Primary One (P1) and above into a full-time course offered by the School, unless it has obtained the Ministry of Education's approval to do so.
- 3.2.2 Singapore Citizens holding dual citizenship may not make an application based on their non-Singaporean citizenship.
- 3.2.3 All Singapore citizen Preschoolers (Prep 1 and Prep 2) enrolled in the School who will be age-appropriate for Primary One (P1) in the following year, but intend to continue their education in a full-time course offered by the School, are required to submit the necessary application to MOE by end-March in the year that the child is due for the P1 Registration Exercise.
- 3.2.4 Successful applicants, who hold Singapore citizenship, will only be able to take up their place at the School after the Ministry of Education has issued a waiver.

- 3.2.5 There is no need for foreign students and Singapore Permanent Residents to seek the Ministry of Education's approval if they had acquired their Singapore Citizenship after being admitted into St. Joseph's Institution International Elementary School at Grade 1 and above
- 3.3 For those students' requiring a Student Pass, the physical card must be issued by and collected from the Immigration and Checkpoints Authority (ICA) before the student is permitted to commence their studies.
- 3.4 Parents must inform the School immediately should there be a change to their, or their child's immigration status.
- 3.5 Students must live with one or both parents at a Singapore registered residential address.
- 3.6 Parents who are not Singapore Citizens or Permanent Residents and who do not hold valid Employment or Dependent passes must produce a copy of their Long Term Social Visit Pass in addition to any other proof of residency as the School may require.
- 3.7 If parents are found to be in breach of the Schools Residency Requirements, the student may be asked to withdraw from the School without refund of fees.
- 3.8 **Withholding information:** If it subsequently becomes apparent that any of the above information has been withheld, or falsified, it will lead to the immediate exclusion of the student from the School without refund of any fees.

4. Guardianship Policy

- 4.1 As a condition to a student's admission to and continued enrolment with the School, the School requires that all students not residing with a parent shall have an appointed guardian who is registered with the School by the parent for the whole duration of the student's enrolment, subject to the terms and conditions in the Guardianship Policy here which must be fully complied with by both the parent and the guardian, where applicable.
- 4.2 Parents may also choose to appoint a Guardian, even though they reside in Singapore.
- 4.3 Parents who wish to register an appointed guardian with the School must personally submit a duly completed and signed GUARDIAN REGISTRATION FORM (which includes a STATUTORY DECLARATION to be duly made by the guardian). The School will only accept submission of the required documents from a parent (i.e. the School will not accept any attempted submission by a purported guardian).
- 4.4 Any person to be registered with the School as a guardian must:
 - 4.4.1 be at least 30 years of age (exceptions may be made but only in special circumstances);
 - 4.4.2 be a Singapore Citizen or Singapore Permanent Resident;
 - 4.4.3 reside in Singapore;
 - 4.4.4 not have any more than 5 students under his/her guardianship at any point in time;
 - 4.4.5 have made a Statutory Declaration in the form provided below; and
 - 4.4.6 have undertaken a Background Screening check within a recent time period.

5. Finance - Fees and Extra

The methods of payment can be found on our School website.

- The Application Fee is payable per applicant, is non-refundable and is payable when the application is submitted. As applications are 'rolled over' to another academic year and Grade until the end of Grade 6. An application to Grade 7 in the High School will require another application submission and Application Fee, and will be subject to offer and acceptance by the High School. Applications will not be processed without this fee.
- 5.2 **The Enrolment Fee** is payable upon acceptance of a place and is non-refundable.
- 5.3 Fees are paid termly. There are two terms in the academic year and all fees are payable before the start of the new term and once paid, fees are not refundable in whole or in part. Parents undertake to pay the fees by the due date as set out in the fee schedule and acknowledge that these fees are payable regardless of the respective length of each term and where students are not attending formal classes. The termly fees include:

- 5.3.1 **The Tuition Fee** is payable per student per year and is billed termly.
- 5.3.2 **The Development Fee** is payable per student per year and is for the upkeep and maintenance of the school grounds.
- 5.3.3 Printing, stationery and educational material fees.
- 5.3.4 **Student Accident Insurance Fee**. This insurance will be provided by an insurance company authorised by the school and will provide coverage for medical expenses incurred due to sustained bodily injuries of your child caused solely and directly by accidents, both within and outside the school.
- 5.3.5 **International SOS Travel Risk Fee** is applicable to Grade 4 and above and provides coverage for in-country expertise and emergency response services for the compulsory trips that students will undertake as part of the curriculum.
- 5.3.6 **Yearbook** is provided to each student at the end of the academic year.
- 5.4 Compulsory **Outdoor Education, Field Trips** and **Excursion Fees** are in addition to the School Fees. The costs are communicated to parents in advance and are billed separately. These are a compulsory part of the School curriculum.
- 5.5 **Miscellaneous Fees** include (but not confined to) loss or damage to/of school property, purchase of school uniform, purchase of books, supervision of Admissions Tests for entry to other schools, supervision of sporting/cultural event not associated with the School, School paid-for activities and sports, to be borne by the parent. Details of fees and extras are set out in the fees schedule as varied from time to time.
- All Fees are subject to change. The Board of SJI International will confirm the fees for the new academic in the third quarter prior to the commencement of the new academic year. Parents acknowledge that fee levels will be reviewed each year and there will be increases from time to time which the parents undertake to pay.
- 5.7 **Non-payment of fees**. A student will be deemed withdrawn from the School without notice if fees for the following term remain unpaid either by the due date stipulated on the invoice or by the commencement of the new term. The School reserves the right to exclude any student for whom any part of the Term Fees are unpaid.
- Fee payment. Fees are the joint and several responsibility of each person who has signed the Admissions Application, or who has parental responsibility for the student. The School reserves the right to withhold any information or property while fees are unpaid.
- 5.9 **Payment by a third party** of any fees due to the school does not release the parents from any liability under these Standard Terms and Conditions. The School reserves the right to refuse a payment from a Third Party.
- 5.10 **Late payment**. The School has the right to impose late payment charges, including all related administration and legal costs, for invoices not paid by the due date. The amount outstanding, the late charges, and all related costs are payable by the parents. Any sum paid that is less than the sum due and owing may in any event be accepted by the School as part payment of the amount outstanding.
- 5.11 **Refund of Fees.** Within the 7 working days 'cooling off' period upon signing of the Contract, 100% of Tuition fees will be refunded less any applicable bank and administration charges. If the student has started School, or a withdrawal is received after 7 days of signing of the Student Contract, no refund of fees will be given. Please refer to Schedule D Refund of Fees within the Student Contract.
- 6. Behaviour for Learning and Duty of Care
- 6.1 It is a condition of remaining at the School that all students follow the School rules and customs as amended from time to time. In particular, all parents are to ensure that all students attend the School punctually and regularly throughout each term. All students are also required to follow all School rules on appearance, dress and behaviour, as shall be issued by the School from time to time.
- 6.2 Parents agree to ensure that the student will not attend school if the student shows symptoms of an infectious disease.

- The parents authorise the School to take and/or authorise all decisions that safeguard and promote the student's welfare. The School is committed to safeguarding and protecting students from harm.
- 6.4 Students are expected to participate in all aspects of School life.
- 6.5 Behaviour Policy is available on our School website and it is a requirement for all parents to read it. Subsequent changes or additions to the policy will be communicated to parents with the on-line version remaining the most up to date version.
- The School has the authority to impose exclusion/suspension sanctions including (but not confined to) non-payment of fees and School discipline issues. The School is not responsible for a student who is absent from the School or in breach of School discipline or present on site unsupervised outside of School hours (7:30 am to 4:30 pm Monday to Friday during term time) for reasons other than School related activities.
- 6.7 Parents must declare all significant medical, behavioural, psychological and emotional problems which might affect the student's health and/or ability to learn. Parents must inform the Class Teacher in writing if the student develops any known medical, health problem or allergy or will be unable to take part in activities or expeditions or has been in contact with infectious diseases.

7. Removal or Suspension of a Child

- 7.1 The School may at their absolute discretion suspend or expel a student from the school if it is considered that the child's attendance, progress or behaviour is unsatisfactory in any way and in the opinion of the School the removal of the student is in the School's best interests or those of the student or other students at the school. This may include but is not limited to:
 - 7.1.1 Where the student's attendance, academic progress or behaviour is unsatisfactory in any way;
 - 7.1.2 Where the behaviour of the student's parent or parents is unreasonable and adversely affects, or is likely to adversely affect, the student or other students' progress at the School
 - 7.1.3. Where, in the opinion of the Principal, the removal of the student is in the School's best interests or those of the student or other students at the School; OR
 - 7.1.4. Where there has been a breach or failure by a student and/or his/her parent(s) to comply with any obligation or requirement under this Student Contract.
- 7.2 The School may at their absolute discretion suspend or expel a student, if the behaviour of the student's parent or parents is unreasonable and in the opinion of the School adversely affects, or is likely to adversely affect, the student or other students' progress at the School.
- 7.3 The School may at their absolute discretion suspend or expel a student, if the behaviour of the student's parent or parents is unreasonable and in the opinion of the School adversely affects, or is likely to adversely affect, the student or other students' progress at the School.
- 7.4 In the event of an expulsion parents may, within 14 days of notice of the expulsion being sent to the parents, appeal in writing to the Chair of the School Board of Governors requesting a review of the decision to suspend or expel.

8. Academic Criteria

- 8.1 Transition through to the next education phase will require a student to:
 - 8.1.1 Make sustained academic progress completing all assessments to the stipulated level.
 - 8.1.2 Participate in the Field Trips and the Expedition Programme as required.
 - 8.1.3 Achieve a minimum 85% attendance rate (attendance below 85% need to be certified by a relevant authority and the school needs to be satisfied that the student and parent/legal guardians are working in partnership to improve attendance). All Student Pass Holders are required to maintain an attendance record of 90% and above for each month. The School is required to make a report to the Immigration & Checkpoints Authority, Singapore if the monthly attendance percentage falls below 90%. Failure to achieve a minimum attendance of 90% each month may lead to the cancellation of the Student Pass or non-approval of an application to renew a Student Pass.

- 8.1.4 Behaviour or social/emotional needs of the student does not place them or other members of the community at significant risk of harm.
- 8.1.5 Ensure all School fees and administration are fulfilled on time as required.

9. Notification of Withdrawal

In the event of an early withdrawal, notice must be given by the parents via the submission of the duly completed and signed Notification of Withdrawal Form must be signed by the Parent and submitted to the Admissions Manager by 28 February (if leaving in the term that ends in June of the same year) or by 30 of September (if leaving in the Term that ends in November/December of the same year). Verbal or provisional withdrawal, or e-mails without the required Notification of Withdrawal Form, will not be accepted as an effective notification.

10 General Conditions

- 10.1 **Confirmation of Expedition/Trip** attendance is to be given in writing and/or digitally (as required) on the supplied Reply Slip to the correct member of staff as notified in the expedition/trip agreement. No student is allowed to leave the school premises or attend an expedition without the agreement signed by a parent or Legal Guardian and payment made.
- 10.2 The School acknowledges that under exceptional circumstances, parents (or Legal Guardian) may be absent from Singapore. In such circumstances, the School requires, in writing, the name, address and telephone number for 24hr contact of the adult to whom the parental responsibility has been delegated. The school will not accept the delegation of parental responsibility to a domestic helper.
- 10.3 Change of Name, Parental Custodianship (in the event one parent being assigned Legal Guardian as a result of a divorce), Nationality or Citizenship, and/or Passport or Identification Details must be communicated to the school with documented proof within 7 working days of such changes.
- 10.4 **Complaints Procedure.** Disputes between the school and family must follow the usual complaints procedure found on the website HERE. If the Student and St. Joseph's Institution International Elementary School Ltd cannot settle a dispute using the way arranged by St. Joseph's Institution International Elementary School Ltd, the Student and St. Joseph's Institution International Elementary School Ltd may refer the dispute to the CPE Mediation-Arbitration Scheme (https://www.ssg.gov.sg/cpe/student-services/dispute-resolution.html).
- 10.5 Students are responsible for their own Personal Property and are provided with lockers to ensure its safety. They are also responsible for ensuring all items are clearly marked.
- 10.6 **Confidentiality** The school, its officers and staff may obtain, hold, use and communicate confidential information which is material to the safety and welfare of the student and others. The parents' consent to the school communicating and sharing any and all information, including confidential information, which may be relevant for the admissions process, with any other school which the student has attended, currently attends or which a student is applying to attend about any matter concerning the student or about payment of fees. This confidentiality obligation shall not apply to any information which becomes generally known to the public, or if asked to disclose it by any applicable legal requirement.
- 10.7 **Photographs, videos and images:** Parents agree to the School using images of your child that may be taken by the school from time to time. Photographs and filming that include your child's image may be used in the School's displays, presentations, publications or related materials, in any format (print, electronic, web, social media or other media), for the purposes of documentation or marketing the School and school events and activities only. Any other third party usage is not permitted without the School's and parent's written consent.
- 10.8 The School reserves all rights and interests in any **Intellectual Property** rights arising as a result of the actions of a student in conjunction with any member of staff of the School and/or other pupils at the school for a purpose associated with the school. The School may, at its discretion, allow the student's role in the creation/development of intellectual property rights to be acknowledged.
- 10.9 Parents have to read and agree to the School's Acceptable Use Policy (AUP) Chromebooks, Technology and the Internet, which includes subscribing the students to use approved online education resources and digital tools through the creation of student accounts for the core suite of tools as listed in the Acceptable Use of IT Policy HERE,

which may be amended from time to time and where otherwise reasonably necessary for the school to provide appropriate services.

- 10.10 **Data Protection** The school will collect and use personal data about you and your child in accordance with the Singapore Personal Data Protection Act (2012). You consent to us using such personal data as set out in the school's **Data Protection Policy** which is available on the school's website **HERE** and may be amended from time to time and where otherwise reasonably necessary for the school to provide appropriate services.
- 10.11 These Standard Terms and Conditions and the application form signed by the parents supersede any other prior agreements, either oral or in writing, between the parents and the School.
- 10.12 These Terms and Conditions shall be governed and constructed in accordance with the laws of the Republic of Singapore.

11. Force Majeure

- 11.1 Release from obligations affected by Force Majeure: If by reason of and/or in connection with any Force Majeure (as hereafter defined) the School is unable wholly or in part to perform its obligations, then upon notice of such Force Majeure to parents and/or students as soon as reasonably and commercially practicable after the occurrence of the Force Majeure, the School shall be released from any and all such obligations to the extent to which they are affected by or connected to the Force Majeure and for all the period during which those effects or circumstance exist or continue.
- 11.2 **Force Majeure** herein means any and/or all of the following events: a) war, invasion, rebellion, insurrection or civil war; b) act of Government; c) earthquakes, fire, lightening, storms, floods, severe weather or any other occurrence caused by the operation of the forces of nature; d) strikes, lockouts, sit-ins, work-to-rule, boycotts and/or labour disputes; e) terrorism, sabotage and/or arson; f) epidemic, pandemic and/or infectious disease; g) significant pollution; h) contamination, radiation and/or ionisation of any nature whatsoever; i) any event, occurrence and/or circumstance of whatsoever nature beyond the reasonable control of the School and/or j) any other event similar to any of the foregoing.

12. Versions

These Terms and Conditions will be posted online <u>HERE</u> and will be updated as and when necessary. All parents and legal guardians who sign these Terms and Conditions are therefore agreeing to the updated policy.
