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**CIS** Canadian  
International  
School

# Terms and conditions.

SAMPLE ONLY

## Confidentiality policy

Data and information collected will be treated as confidential and is for official use by the school only.

# CIS Terms and Conditions

## 1. Definitions

- 1.1. "Activities" refer to all local or overseas activities organised or endorsed by CIS including but not limited to orientation activities, community service, extracurricular activities, co-curricular activities, enrichment programmes, field trips, excursions, sports activities, internships and/or use of CIS's sports, recreational or other facilities.
- 1.2. "Applicant" refers to the applicant as Parent(s) or Legal Guardian(s) as stated in the Student Contract. This person shall be the primary contact person(s) for all communications with CIS in matters relating to the Student, subject to Clause 3.4 below.
- 1.3. "CIS / We / the School" means the Canadian International School Pte Ltd which is constituted as a private company limited by shares under the Singapore Companies Act, Chapter 50.
- 1.4. "Caregiver" refers to the person appointed by the Student's Parents/Legal Guardians under the "Caregiver Agreement" as being the primary contact person in addition to the Applicant. This person has charge of or control over a child during the School Year.
- 1.5. "Caregiver Agreement" refers to the policy signed by the Student's Parents/Legal Guardians which appoints the Caregiver as defined in Clause 1.4. This agreement sets out the responsibilities of the Caregiver and the Parents/ Legal Guardians.
- 1.6. "Joint Agreement" refers to the agreement between the Parents in relation to consent for application and enrolment to proceed and whom shall deal with CIS in place of the Applicant in the event of the separation or divorce of the Parents.
- 1.7. "Legal Guardians", in relation to the Student, means the person(s) appointed by an Order of Court as the Legal Guardians with custody, care and control of the Student. A Legal Guardian may also be appointed by a Deed of Guardianship or a Will upon the death of the Student's Parent(s). Legal Guardian(s) accept responsibility for the Student and are responsible, individually or jointly, for complying with their obligations under these Terms and Conditions.
- 1.8. "Parents / You" means the natural parents of the Student and any adoptive parent who has accepted responsibility for the Student. Parents are responsible, individually and jointly, for complying with their obligations under these Terms and Conditions.
- 1.9. "Representative" refers to the person appointed by the Student's Parents or Legal Guardians or the Applicant under the Representative Form as being the primary contact in place of Applicant(s) where the Student/Parent does not speak English or is not literate in English. The duties and obligations of the Representative are set out at Clauses 2.2 and 2.3 below, and in full in the Representative Form.
- 1.10. "Representative Form" refers to the form signed by the Student's Parents/Legal Guardians(s) or the Applicant which appoints a primary contact in place of Applicant(s) where the Student/Parents/Legal Guardians does not speak English or is not literate in English. This form sets out the responsibilities of the Representative.
- 1.11. "School Year" means the academic year with vacation periods as defined in CIS's calendar, for respective programmes, which is found on CIS's website.
- 1.12. "Student Contract" refers to the contract entered into between CIS and the Student and/or the Student's Parents/Legal Guardians and which incorporates these Terms and Conditions.
- 1.13. "The Student" is the child named in the Application Form and this Student Contract. The Student needs to be eligible to reside and study in Singapore with the appropriate and valid immigration pass, which include Dependant's Pass, Student Pass, Long Term Visit Pass, Immigration Exemption Order or Permanent Resident. A child who is a Singapore citizen attending Grade 1 and above will require approval from the Ministry of Education to be eligible to enrol in CIS.

## 2. Contact Details

- 2.1. Every Applicant is required to provide the particulars of the Parents/Legal Guardians to CIS for contact purposes. When there is a change in contact details, Parent/Legal Guardian is required to inform the school.
- 2.2. If the Student and/or his Parents/Legal Guardians do not speak English or are not literate in English, then an English-speaking primary contact, the Representative, who is literate in English and is at least twenty-one (21) years old must be appointed by the Parent or Legal Guardian for the purpose of school communications. CIS shall be entitled to assume that any instruction, consent or any other communications made by the Representative is expressly authorised by the Student/Parents/ Legal Guardians and the Parents/ Legal Guardians shall hold CIS harmless in respect of any action or omission taken by CIS on the instructions of the Representative.
- 2.3. The Representative shall be oriented by CIS on its roles and responsibilities. He shall at all times be responsible for:
  - 2.3.1 Explaining (and will be deemed to have explained) the contents of the Application Form, the Student Contract, the terms found in the Parent/Student Handbook and CIS's rules and regulations, policies and codes of conduct to the Student;
  - 2.3.2 Reading and explaining to the Student CIS's weekly e-bulletins or any other e-notifications sent and academic reports;
  - 2.3.3 Ensuring that the Student updates CIS of (i) any change in contact details (including but not limited to, email address, phone number/s and home/correspondence address) and (ii) any change in the Student's residency status/and or citizenship.
- 2.4. If the Parents/Legal Guardians are unable to deal with CIS for day-to-day matters or are residing overseas, then a Caregiver, at least twenty-five (25) years old, having charge over or control of the Student during the School Year should be appointed by the Parents/Legal Guardians/Applicant. CIS shall be entitled to assume that any instruction, consent or any other communications made by the Caregiver to CIS is expressly authorised by the Parents/Legal Guardian of the Student and that the Parents/Legal Guardians shall hold CIS harmless in respect of any action or omission taken by CIS on the instructions of the Caregiver. The Parents/Legal Guardians are required to report any change in the appointment of Caregivers to the school immediately, and a new Caregiver Agreement is to be completed. Students in grade 4 or below are required to live with at least one parent. CIS reserves the right to remove a student should the student be in breach of the Caregiver Agreement.

## 3. Disclosure of nationality / citizenship / residency / marital status by Parents/Legal Guardians

- 3.1. Parents/Legal Guardians undertake to make full disclosure as to the Student's, Parents' and Legal Guardian's nationality, citizenship and/or residency status and marital status, and provide supporting documents requested by CIS to prove the same. Such supporting documents must include but are not limited to copies of the Student's, Parents', Legal Guardian's passport and the Student's immigration pass. Parents/Legal Guardians warrant that all documents submitted in respect of their status are true and accurate.
- 3.2. Any change(s) in nationality, citizenship and/or residency status or any events that might affect the same (e.g. becoming a Permanent Resident or a Singapore citizen, or loss of employment pass, or change of employment pass) must be communicated to CIS by Parents/Legal Guardians and must be accompanied by supporting documents.
- 3.3. Any change in custody, care and/or control of the Student must be communicated to CIS by Parents/Legal Guardians and must be accompanied by supporting documents. The full contact details (including the residential address, contact number and email address) of the relevant parent or person whom will be caring for the Student during the School Year (or part thereof) shall be provided to CIS.
- 3.4. The Applicant(s) shall be the primary contact person(s) for all communications with CIS in relation to

the Student, except where this is superseded by the:

- 3.4.1 the appointment of the other parent or other person(s) under the CIS Joint Agreement;
  - 3.4.2 the appointment of the Representative under the Representative Form;
  - 3.4.3 the appointment of the Caregiver under the Caregiver Agreement;
  - 3.4.4 where the Singapore Court has ordered that the Student's custody and care and control rests in a parent or person(s) other than the Applicant(s); or
  - 3.4.5 where a Legal Guardian has been appointed after the time of application.
- 3.5. The marital status of Parents shall be disclosed to CIS at the point of application. Any change of such status must be communicated promptly to CIS by Parents/Legal Guardians and shall be accompanied by supporting documents, such as an Order of Court issued by the Singapore Courts. Parents acknowledge that it is their responsibility to notify CIS of changes in their marital status or family circumstances and that in the absence of any notification by parents, CIS shall be entitled to rely on the information reflected in the Application Form, which shall be deemed accurate, unless informed of changes to such information. CIS shall not be held liable for relying on such information as provided in CIS's Application Form.
- 3.6. If it subsequently becomes apparent after admission that any of the above information has been withheld or falsified, CIS is entitled to ask the Parents to withdraw the Student or terminate the Student's enrolment and refund the Parents/ Legal Guardians/ Student in accordance with the Refund Policy set out in Clause 2 of the Student Contract and Payment Terms in Clause 24.

#### **4. Student Records / Official Documents**

- 4.1. The name of the Student in CIS's official documents and student records shall be the name reflected in the Student's passport. Any change of name must be communicated to CIS by Parents/Legal Guardians and must be accompanied by supporting documents such as a deed poll.

#### **5. Support Programmes**

- 5.1. Parents/Legal Guardians warrant and declare that all information regarding support programmes, special needs and/or all other learning and behavioural issues of the Student were declared and made known to CIS at the time of application or before the Student was admitted to CIS.
- 5.2. If it subsequently becomes apparent after admission of the Student that:
- 5.2.1. information regarding learning support, special needs and/or other learning and behavioural issues of the Student have been withheld or falsified during the application process; or
  - 5.2.2. information relevant to the extent of the Student's educational, emotional, social or health needs has not been made apparent to CIS before or on the date of admission; and/ or
  - 5.2.3. If CIS is unable, in CIS's sole discretion, to meet the academic, socio-emotional and/ or behavioral needs of the Student, CIS reserves the right to initiate a counselled withdrawal of the Student.

Where applicable, refunds to the Parents/Legal Guardians/Student will be made in accordance with the Refund Policy set out in Clause 2 of the Student Contract and Payment Terms in Clause 24.

- 5.3. When a CIS staff member has concerns about the progress of the Student, they are entitled to arrange for a meeting(s) by Student Support and Well Being Services to see whether additional Social-Emotional Counselling, Learning Support, child protection, university advisory or other support is needed. Parents/Legal Guardians shall be notified of the outcome of the assessment and the appropriate support shall be provided by Student Support and Well Being Services.
- 5.4. If it appears that further learning or social-emotional support is necessary or an assessment by an

educational psychologist or trained specialist is advisable or the Student is falling behind with their studies, CIS may notify Parents/Legal Guardians and the Parents/Legal Guardians agree that further assessments may be arranged by CIS/Parents/Legal Guardians at the Parents'/Legal Guardians' expense. Parents/Legal Guardians acknowledge that CIS staff are not qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, dyspraxia, ADHD or other learning difficulties. CIS shall also initiate the withdrawal of the Student and refund the Parents/Legal Guardians/Student in accordance with the Refund Policy set out in Clause 2 of the Student Contract and Payment Terms in Clause 24, if CIS considers in its sole discretion that the School cannot provide for the Student's special education or social-emotional needs.

- 5.5. The appropriate support shall be provided to the Student through the English Language Learners programme, Learning Support programme, Counselling and/or other suitable programmes or activities. Such programme(s) are mandatory if CIS determines in its sole discretion that the Student requires such support. The cost of these support programme(s) is set out in Schedule C of the Student Contract and shall be borne by the Parents/Legal Guardians.
- 5.6. CIS retains the full discretion to determine the level of support required by the Student, on a case by case basis, as well as the fees to be charged for the level of support required. Parents/Legal Guardians agree that they will bear the fees for the support programmes provided to the Student, which are set out in Schedule C of the Student Contract.

## **6. Medical Form**

- 6.1. Parents/Legal Guardians shall complete a form of medical declaration ("Medical Form") and shall promptly submit the Medical Form before Course Commencement Date and at any time required by CIS. If the Parents/Legal Guardians/Student fails to submit his/her Medical Form, the Student shall not be allowed to participate in Physical Education programmes or activities.
- 6.2. Parents/Legal Guardians shall also be responsible for disclosing any material change in the Student's medical condition to CIS.
- 6.3. Parents/Legal Guardians shall update the Student's medical information promptly to reflect any new changes in Student's immunization schedule, medical conditions and medical administration.
- 6.4. The Student is expected to participate in Activities as part of CIS's curriculum. Parents/Legal Guardians agree that the Student in so participating does so at the Student's own risk.
- 6.5. Parents/Legal Guardians further agree that, save for loss, damage, accident or injury which is due to the negligence or default of CIS, its officers, school administrators, employees, agents or volunteers, including appointed external providers and coaches, CIS 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 Activities.
- 6.6. Parents/Legal Guardians further agree to indemnify CIS, its officers, its school administrators, its employees, agents or volunteers, including appointed external providers and coaches 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 Student's participation in the Activities, PROVIDED THAT the indemnity herein shall not apply if any loss or damage is caused solely by the negligence of CIS, its staff and/ or agents.
- 6.7. In the event of accident or injury to my child/ward, CIS is authorised to seek emergency medical care and treatment for the Student if the Parents/Legal Guardians cannot be contacted at the time consent is required. All costs and expenses arising from or in connection with such emergency medical care and treatment will be for the Parents'/Legal Guardians' account.

## **7. Banned Or Controlled Substances**

- 7.1. CIS has a zero tolerance for possession, use, or trafficking of controlled substances by Students. Any

Student enrolled at CIS who is found to be in possession of, using, or selling illegal drugs or controlled substances will be expelled or suspended (whichever is appropriate). Controlled substances are as defined in Misuse of Drugs Act (Cap 185).

- 7.2. CIS may require any Student in Grades 7 to 12 to provide a sample of hair for drug testing from time to time and all Students shall be required to sign the "Consent Form for specimen for a Hair Test" annexed hereto as **Schedule 1** as a prerequisite for admission to CIS. If the results from a laboratory test conclusively show that the Student had used any form of Controlled substance, the Student will either be expelled or suspended (whichever appropriate). Refusal to provide a hair sample for laboratory analysis will result in immediate expulsion. Students who are expelled due to a positive drug test will not be considered for re-admission into CIS. In enforcing CIS's policy on drug abuse, CIS shall, at its absolute discretion, be allowed to search the Student's possessions and/or lockers and to report to the relevant authorities where appropriate.

## 8. Immunisation/ Vaccination

- 8.1. Vaccination confers a personal protection against infectious diseases, and is especially important for children as they are vulnerable to infection and can develop serious complications. A high level of vaccination coverage in the population also provides protection to those too young to be vaccinated or who cannot be vaccinated due to medical conditions, and brings about herd immunity, thereby reducing the risk community outbreaks.
- 8.2. Vaccinations for Diphtheria and Measles – two highly contagious and serious diseases that are more easily acquired by children – were mandated by Singapore law under the Infectious Diseases Act (IDA) in 1977 and 1985 respectively. The link is as follows: <https://sso.agc.gov.sg/Act/IDA1976#Sc4->
- 8.3. It is compulsory that the Student be vaccinated against the diseases set out in the Fourth Schedule (Being Diphtheria and Measles at the prevailing time) of the Infectious Diseases Act (Cap 137) prior to his/ her enrolment at CIS.
- 8.4. In addition, CIS also requires the Student to be immunised as per the prevailing Singapore National Childhood Immunisation Schedule prior to, and where applicable, during his/her enrolment. The Singapore National Childhood Immunisation Schedule can be found on the following website: <https://www.nir.hpb.gov.sg/nirp/eservices/immunisationSchedule>

The immunization requirements extend beyond this Schedule and will include any prevailing government's mandate for vaccinations including Covid 19.

- 8.5. Foreign-born Students aged 12 years old and below, who are applying for the Dependant's Pass (DP) issued by the Ministry of Manpower (MOM), the Long-Term Visit Pass (LTVP) or the Student's Pass issued by the Immigration & Checkpoints Authority (ICA), will be required to submit documented proof of vaccination or evidence of immunity for diphtheria and measles to the Health Promotion Board (HPB) for verification. They will have to do so before they proceed with their application to MOM or ICA for their long-term stay in Singapore.
- 8.6. Parents/Legal Guardians of Students who are not due for the required vaccinations at the time of application will be required to follow up on the vaccinations after the Student's entry to Singapore.
- 8.7. Those who wish to seek an exemption due to medical reasons will be required to produce a doctor-certified document to HPB and/or CIS.
- 8.8. Parents/ Legal Guardians are required to update the School Nurse in a timely manner with any updates to the Student's immunisation schedule.

## 9. Use of Student Work/Photographs and Videos

- 9.1. Parents/Legal Guardians grant CIS or their authorized agents and/or representatives their irrevocable consent and a perpetual licence to use Students' work, and any of the photographs, videos taken of the Student or the Student's families/Parents/Legal Guardians for purposes such as advertising, publishing or promoting CIS and its students' accomplishments to both internal and external parties in any media whatsoever whether in print or on any online platforms. Parents/Legal

Guardians shall also complete and sign the IB Consent Form annexed hereto as **Schedule 2**.

9.2. Parents are welcome to post photos or videos of their own children at school events on all social media and/or chat platforms, however due to privacy laws and CIS's child safeguarding policy, posting photos, videos or naming of other people's children on social media and chat platforms are not allowed. Social media as defined by CIS is outlined in the Parent/ Student Handbook.

## 10. Network Usage Policy

10.1. A copy of CIS's Acceptable Network Use Policy can be found in the Parent/ Student Handbook on CIS's website. The Parents/Legal Guardians agree to adhere to and be bound by the terms and conditions set out in the Acceptable Network Use Policy (ANUP).

10.2. The Parents/Legal Guardians/Student will be issued an account to access CIS's network and application systems upon enrolment.

10.2.1. The Parents/Legal Guardians/Student is to undertake that all information provided to CIS pursuant to network use is correct and to further undertake that the Student is to update CIS immediately of any changes in particulars.

10.2.2. The Parents/Legal Guardians/Student further agrees to hold CIS, its employees, agents, associates and affiliates harmless from any and all claims and damages of any nature arising from the Student's use of, or inability to use, the CIS network system, including, but not limited to, any claims arising from the unauthorised use of the system to purchase products or services.

10.3. CIS reserves the right to make any necessary modifications to the Acceptable Network Use Policy (ANUP) and such changes and/or modifications will be available to the Parents/Legal Guardians/Student in the CIS Parent Student Handbook.

## 11. Personal Data Policy

### PERSONAL DATA

11.1 "Personal Data" shall have the same meaning as set out in the Personal Data Protection Act 2012 ("PDPA") which means data, whether true or not, about an individual who can be identified:

11.1.1 from that data; or

11.1.2 from that data and other information to which CIS has or is likely to have access.

### CONSENT, COLLECTION AND PURPOSE

11.2 CIS collects and uses Personal Data when it has been voluntarily provided directly by an individual, a relevant family member or an authorised representative.

11.3 The main points at which consent is sought from data subjects are at the following times:

11.3.1 When first applying to the School, as a prospective family;

11.3.2 Upon acceptance of a place as a student; and

11.3.3 To fulfil our obligations of this contract.

11.4 These Terms and Conditions and associated documents serve as the key source of information for informed consent. Signing the Terms and Conditions serves as the consent process in these cases. The School does not seek further consent for collecting or processing Personal Data unless the reason for that collection or processing is not covered under this policy.

11.5 The types of Personal Data that the School may collect, use and disclose are as follows:

11.5.1 personal identifiers (eg name, and date of birth, etc);

- 11.5.2 passport, ID cards and residency passes, including unique ID numbers;
- 11.5.3 contact details (eg residential address, e-mail address and contact numbers, etc);
- 11.5.4 characteristics and culture (eg nationality, and ethnicity);
- 11.5.5 health information (eg doctors information, child health records, allergies, medication and dietary requirements, etc);
- 11.5.6 mental health and emotional wellbeing information;
- 11.5.7 academic records (eg education reports, attendance records, and language profile, etc);
- 11.5.8 photographs and / or videos;
- 11.5.9 CCTV images or other surveillance data;
- 11.5.10 court orders pertaining custody, care and/or control of the Student; and
- 11.5.11 court orders reflecting the changes of parents' marital status or family circumstances.

11.6 CIS collects, uses and discloses your Personal Data where:

- 11.6.1 you have given the School consent;
- 11.6.2 necessary, to comply with any applicable laws, regulations, codes of practice, guidelines or rules or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority (eg Committee For Private Education, Immigration and Checkpoints Authority, etc);
- 11.6.3 necessary, for our legitimate business interests (eg prevention and detection of fraud, prevention misuse of services, etc)
- 11.6.4 necessary, to respond to an emergency that threatens the life, health or safety of an individual;
- 11.6.5 necessary, for business improvement (eg statistical analysis of surveys, to improve or develop new services, etc)

11.7 CIS may collect, utilize or disclose the Personal Data for the following purposes (collectively the “**Allowed Purposes**”):

- 11.7.1 For managing CIS's relationship with the Student, Parents/Legal Guardians, including but not limited to:
  - (i) communicating official school notices, announcements or circulars to Parents/Legal Guardians/Students;
  - (ii) contacting Parents/Legal Guardians in the event of emergencies; and
  - (iii) sending marketing information about CIS's services.
- 11.7.2 For evaluative purposes including but not limited to:
  - (i) determining eligibility for enrolment at the School.
- 11.7.3 For the provision, operation and administration of products and product-related services and support offered by the School under this Contract, including but not limited to:
  - (i) registration of the Student in the School or School-sanctioned activities and continued enrolment in the same such as field trips, excursions, sports, co-curricular activities or extra-curricular activities;
  - (ii) administrative and technical assistance and support including payment administration, processing applications for CIS products and services; and
  - (iii) maintaining accurate records in relation to the Student.
- 11.7.4 For internal management and audit purposes, including but not limited to:
  - (i) assessing and monitoring the progress made by the Student;
  - (ii) facilitating the Student's learning and the provision of the complete learning programme;
  - (iii) keeping the Student safe (food allergies, or emergency contact details); and
  - (iv) providing support for the health, welfare and safeguarding of the Student.
- 11.7.5 For fundraising, marketing or promotional purposes whether online or offline, including but not limited to posts on the School's website and social media platforms, print or electronic



copies of newsletters and brochures, promotional video advertisements or print advertisements;

11.7.6 For monitoring the use of CIS's computer network resources, including emails and internet usage with CIS email accounts, portals and drives storage;

11.7.7 Data is shared as necessary with third party companies to provide extended services, examples include transport, medical, catering, travel services and online services such as email and office productivity tools, communication platforms, and a range of educational support tools.

In particular, the School may share data with the following:

- (i) External vendors for the provision of:
  - a. email and document storage;
  - b. admissions management;
  - c. learning management systems;
  - d. library management;
  - e. specific educational tools;
  - f. finance and procurement services;
  - g. network monitoring and security solutions;
  - h. data backup; and
  - i. mass communication platforms.
- (ii) External educational organisations, such as:
  - a. Examination boards;
  - b. accrediting agencies; and
  - c. other schools or universities.
- (iii) Third-party contractors for the provision of campus support services, such as:
  - a. medical care;
  - b. catering;
  - c. transport; and
  - d. security.
- (iv) Third party contractors for the provision of off-campus activities or trips, such as:
  - a. sports activities;
  - b. other activities;
  - c. local trips and expeditions; and
  - d. overseas trips and expeditions.

11.7.8 For enforcing or defending the rights of the School, its directors and employees; and

11.7.9 For any other incidental business purpose related to or in connection with the above.

11.8 Parents, Legal Guardians and/or the Student hereby express consent for the purposes of the PDPA to his/her Personal Data being collected, used, disclosed, and/or forwarded by the School for all the of the purposes set out in clause 11.7 to:

- (i) any former school or new school of the Student;
- (ii) CIS's parent/subsidiary/associated or related companies or entities;
- (iii) insurers, bankers, medical practitioners, if applicable;
- (iv) to any relevant data intermediary, agent, contractor, service provider or any government authority (at the authority's request);
- (v) any person to whom disclosure is required under applicable laws or regulations;
- (vi) any court, tribunal, regulator, or other authority to whom disclosure is necessary under applicable laws or regulations; and
- (vii) any party for the purpose of CIS's business and operations and for the purpose of the execution of the Student Contract and for bona fide reasons to the extent necessary to fulfil the Allowed Purposes.

11.9 References to consent given, or deemed to have been given, by the Student for the collection, use or

disclosure of his/her Personal Data shall include consent given, or deemed to have been given, by the Parents/Legal Guardians who provided the individual's Personal Data to the School.

### ACCURACY, PROTECTION AND RETENTION

11.10 CIS generally relies on Personal Data provided by you. In order to ensure that your Personal Data is current, complete and accurate, please update the School if there are changes to your Personal Data by informing our staff in writing or via email at the contact details provided in section 2.9 of the Parent/Student Handbook. Where possible, the School will validate the information provided by you using generally accepted practices and guidelines.

11.11 To safeguard your Personal Data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures to secure all storage and transmission of Personal Data by the School, and disclosing Personal Data both internally and to authorised third parties and agents only on a need-to-know basis.

However, no method of transmission over the internet or method of electronic storage is completely secure. While security cannot be guaranteed, the School strives to protect the security of your Personal Data and are constantly reviewing and enhancing our information security measures.

11.12 CIS may retain your Personal Data for as long as it is necessary to fulfil the Allowed Purposes for which they were collected, or as required or permitted by applicable laws.

11.13 CIS will cease to retain your Personal Data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purposes for which the Personal Data were collected, and are no longer necessary for legal or business purposes.

11.14 Access to Student and Parent's email accounts will cease under the following scenarios:

For Grade 12 Student - 4 months after graduation;

For Student who leaves CIS before graduation - 1 month after issuance of their report card;

For Parents/ Legal Guardians – Account will cease together with the Student's account.

### TRANSFER, ACCESS AND CORRECTION

11.15 CIS will only transfer Personal Data to a third party when they have provided us with sufficient guarantees that they will protect the data in compliance with data protection legislation and in line with our expectations. The school will also ensure that these requirements are governed by contract or other legally binding agreement.

11.16 CIS may transfer your data outside of Singapore for storage or processing by third-party data processors. In all cases the school will only share Personal Data with data processors where it is necessary to deliver the School's educational programme and the supporting operational requirements.

11.17 Individuals can ask for a copy of the Personal Data that the School holds about them by directing such queries to CIS's Data Protection Officer, the details and particulars of which are made known to the Parents/Legal Guardians/Student on CIS's website and updated from time to time. Please note that the School reserves the right to charge a reasonable administrative fee for requests to access your Personal Data which is in the possession or under the control of the School.

11.18 However, the PDPA does not provide the right of access to any and all information held by an organisation. Therefore the School retains the right to refuse access to, but not limited to:

- (i) opinion data kept for evaluative purposes or as professional judgements;
- (ii) examination papers or the results of examinations;
- (iii) confidential references written to support a student's application to other educational institutions or courses;
- (iv) data or material that would reveal Personal Data about another individual; and
- (v) data that threatens the safety or physical or mental health of an individual.

This may result in a complete request being denied or in redacted or partial information being disclosed. Any access request can only relate to data already held at the time of the request.

- 11.19 The Parents/Legal Guardians/Student may give notice to the School to withdraw his/her consent for the collection, use or disclosure of his/her Personal Data and receipt of communications from CIS in accordance with the provisions of the PDPA, and the School will not prohibit the withdrawal of consent for collection, use or disclosure and will thereafter cease collecting, using or disclosing such Personal Data, as the case may be, unless such collection, use or disclosure, as the case may be, is required or authorised under the PDPA or other written law without the consent of the Parents/Legal Guardians/Student.
- 11.20 Notwithstanding the foregoing, the Parents/Legal Guardians/Student hereby acknowledge that the collection, use or disclosure of the Parents/Legal Guardians/Student's Personal Data for the Allowed Purposes is reasonably required for the efficient, practical and effective management and administration of the relationship between the School and the Parents/Legal Guardians/Student and is therefore a condition for continued enrolment of the Student under the terms of the Student Contract, and that consequently the withdrawal of such consent by the Parents/Legal Guardians/Student may be grounds for termination of the Student's enrolment with the School.
- 11.21 CIS shall be given at least ten (10) business days' notice of any withdrawal of consent by the Parents/Legal Guardians/Student. Such notice of withdrawal of consent shall be in writing and submitted to CIS's Data Protection Officer. Upon receipt of the notice, the School shall inform the Parents/Legal Guardians/Students of the likely consequences of withdrawing consent. Upon the withdrawal of consent taking effect, the School shall cease (and cause its data intermediaries and agents to cease, where applicable) collecting, using or disclosing Personal Data, unless such collection, use or disclosure without consent is required or authorised under the PDPA or any other written law.
- 11.22 In the event that the Parents/Legal Guardians/Student have a query in respect of the collection, use or disclosure of his/her Personal Data and/or correction of any error or omission in any such Personal Data, the Parents/Legal Guardians/Student should direct such queries to CIS's Data Protection Officer.

#### DATA PROTECTION INCIDENTS

- 11.23 CIS will manage data protection incidents in accordance with the process set out under the guidelines of the PDPA Act. As part of this process, we require CIS's Data Protection Committee members to follow specific guidelines on reporting data incidents, which will be investigated and logged. Depending on the severity of the incident, Personal Data Protection Committee Singapore and/or any affected parties may be informed.

#### DO NOT CALL (DNC) PROVISIONS

- 11.24 CIS will adhere to the DNC Provisions for the telemarketing of academic qualification-based programmes to its existing students and prospective applicants. Telemarketing messages, via voice calls, text messages and/or fax messages, will only be sent to individuals who have given consent to the School to do so.
- 11.25 In accordance with the PDPA provisions, individuals have the right to withdraw consent given to the School for the receipt of telemarketing messages. Individuals who wish to withdraw the consent given to the School for the receipt of telemarketing messages may submit their notice of withdrawal to CIS's Data Protection Officer.
- 11.26 Upon the receipt of the withdrawal request, the School will cease to send telemarketing messages to you at the indicated telephone number twenty one (21) business days from the date of receipt of your notice.

## **12 Kindergarten Programme**

- 12.1 A student enrolled in the Pre-Kindergarten to Senior Kindergarten Programme must be completely

toilet trained and be able to independently look after his/her own toileting.

12.2 Each August, children in the Nursery and Pre-Kindergarten Programme may begin classes with a “Staggered Entry” procedure. This means that students begin in small groups over the first two days with all students in class on the third day.

12.3 In support of the student’s orientation, the school may, at its own discretion, implement a modified entry programme that requires an early dismissal for a determined period of time. Parents/Legal Guardians are expected to collect the student at the revised dismissal time. Tuition fees will not be adjusted as a result of the modified schedule.

### 13 Offer of Placements/ Deferment - New Applications

13.1 If an application has been submitted to CIS and a place has been offered and accepted by the Student, it is possible to defer the commencement date, subject to availability, as long as it is within a 3 month period of the original commencement date as stated in the Letter of Acceptance ("LOA"). Both the Application Fee and the Confirmation Fee must be paid in full to confirm the Student’s placement at CIS before CIS will grant the change of intended commencement date. If the Student does not start at CIS within the 3 month period, the Application Fee and the Confirmation Fee paid will be non-refundable.

13.2 If an application has been submitted to CIS, and the Student would like to defer the commencement date prior to accepting the placement offer, it is possible to defer the commencement date as long as it is within 2-year period of the original requested commencement date as stated in the application form. However, any change in commencement date would be subject to availability and cannot be guaranteed until placement offer is made and accepted. If the Student does not start at CIS within this 2-year period, the application will lapse and the Application Fee paid will be non-refundable. A new Application Fee may be payable at the prevailing rate at the time of entry to CIS.

13.3 CIS reserves the right to re-assess a student’s suitability of the place offered where the deferral is for a period of more than 6 months from the original commencement date.

13.4 If the Student starts school within the stipulated time frame, the Tuition Fees and Support Programme Fees (if applicable) will be billed at the prevailing rate at the time of entry to CIS.

14 [Empty]

### 15 After School Hours and Non-School Days

No student is permitted on CIS premises on non-school days, or to remain on CIS premises after dismissal on regular school days and holiday camps. The only exceptions are when, with the permission of a school principal, the school grounds are the venue for school or sporting events, laboratory or other curriculum related courses or exercises, self-study in permitted areas including CIS libraries, or Activities, and at which one or more staff who are employed directly by the school, and/or appointed external providers, coaches, agents is/are present and supervising the activity. CIS will not be liable for any injury to Students or any loss or damage to Student’s personal belongings or any unforeseen damages, losses, injuries or circumstances that may result from the Student remaining in CIS after school hours, including after holiday camps hours, or as a result of Student’s presence after dismissal or on non-school and non-camp days outside of the permitted exception referred to above.

### 16 Student’s Attendance

16.1 Parents/Legal Guardians shall warrant that the Student will take part in the activities of CIS and attend each school day, unless a medical certificate and/or a written permission from Parents/Legal Guardians is provided to the school. Every Student shall maintain an attendance rate of at least 90% for each semester of the School Year.

### 16.2 Academic Honesty

The values and practice required for academic honesty need to be adhered to at all times. The CIS Academic Integrity Policy is available in the Parent/ Student Handbook.

## 17 **Outdoor Excursions Programme**

Activities as organised by CIS for the Students including Excursion Week/ Fieldwork are an integral part of the school's curriculum and, it is highly recommended that the Student shall participate and attend the excursion organised. Once Parents / Legal Guardians sign the Letter of Undertaking, they agree to bear the costs for the Outdoor Excursion Programme activities which is estimated and set out in Schedule C of the Student Contract.

## 18 **Overseas Competitions**

Students in certain activities and sports may be selected for competitions overseas. The costs of these overseas competitions, which include but are not limited to costs for lodging, airfares, meals and training, are not included in the Student's fees and shall be borne by the Student's Parents/Legal Guardians.

## 19 **ID Card Issuance**

19.1 Students in Grades 4 to 12 will be provided with a Student ID Card which can be used to purchase food from the canteen, borrow books from the CIS library and use the photocopier machine.

19.2 Students whose Student ID Cards are lost are required to report the loss and apply for a replacement card. The first Student ID Card provided to each Student is free and a replacement fee, as set out in Schedule C, shall be borne by the Student for each and subsequent losses.

19.3 Each Parent/Legal Guardian will be provided with a Parent ID Card which must be used for identification purposes on campus. Each family is entitled to a maximum of 3 ID cards. Further cards are issued upon request at a cost as set out in Schedule C.

19.4 Parents/Legal Guardians whose Parent Cards are lost are required to report the loss and apply for a replacement card. A replacement fee as set out in Schedule C, shall be borne by the Parents/Legal Guardians for each and subsequent losses.

## 20 **Device Policies**

20.1 It is mandatory for some Students (to be notified by CIS) to purchase a MacBook or an iPad for use at CIS. Students must purchase the device that meets the specifications outlined by CIS. Students must have their own Macbook or iPad before the commencement of the school term or course.

20.2 CIS shall not be responsible or liable (whether in contract or tort) for any loss and damage howsoever caused to the students' property e.g. devices whilst the said property is kept in the school premises.

## 21 **Musical Instruments**

Where necessary or as a part of the School's activities, Students may be required to rent or purchase musical instrument(s), and the costs shall be borne by the Parents/ Legal Guardians. The music teacher will notify Students of the instrument that they personally require after conducting a musical aptitude assessment.

## 22 **Language Choice**

Language selection (which includes the Bilingual programmes, or daily language) will warrant a one-year programme commitment from Parents on behalf of their children. Parents /Legal Guardians will notify school of their choice before the Commencement Date (new students), or by 1 March of each school year (returning students).

## 23. **Liability**

CIS shall not be held liable for accidental injury or loss of or damage to property. CIS is not responsible for the Student's personal property in CIS campuses or on the way to or from CIS or on any CIS sponsored activity. It is the responsibility of Parents/Legal Guardians to provide any

additional comprehensive medical and accident insurance, as well as personal property insurance, for their children and their possessions.

## 24. **Payment Terms**

- 24.1. Confirmation Fee - Where the Student is offered a place at CIS and the Student Contract has been signed, the confirmation fee must be paid. The confirmation fee for each Student is set out in Schedule C of the Student Contract. Parents/Legal Guardians shall pay the confirmation fee by the due date of the invoice/ statement issued, if any, by CIS. If the confirmation fee is not received by the due date of the invoice, the Student Contract shall lapse and the placement is retracted immediately.
- 24.2. Tuition Fees - All tuition fees must be paid before the commencement of each semester or Student's start date, whichever is earlier. The payment due date is set out in Schedule B of the Student Contract or as indicated on the invoice(s) issued, whichever is later. Any refund of tuition fees are subject to the Refund Policy set out in Clause 2 of the Student Contract and full payment of all invoiced amounts by the respective payment due date(s).
- 24.3. Support Programme Fees – The Support Programme fees for each Student, where applicable, are set out in Schedule C of the Student Contract. The payment due date is indicated on the invoice(s) issued. Any refund of the Support Programme fees are subject to the Refund Policy set out in Clause 2 of the Student Contract and full payment of all invoiced amounts by the respective payment due date(s).
- 24.4. Goods & Services Tax ("GST") – All fees quoted in Schedules B and C of the Student Contract are in Singapore Dollars (S\$) and are inclusive of the prevailing 9% Goods and Services Tax. Should there be any change to the Goods and Services Tax, the fees shall be recalculated to reflect the said change.
- 24.5. Pro-rating of Fees – New Students commencing classes midway through a semester may be entitled to have their Tuition Fees and Support Programme Fees (if applicable) pro-rated by month. This means that new Students commencing classes mid-month are required to pay Tuition Fees and Support Programme Fees (if applicable) for the entire month including vacation periods. The pro-rated Tuition Fees and Support Programme Fees payable for each month of the School Year vary from month to month based on the fees to be consumed and are pre-determined at the commencement of each School Year. The length of each month is not a relevant factor. For the avoidance of doubt, pro-rating of fees applies to Tuition Fees and Support Programme fees for new students only.
- 24.6. Increase in Tuition Fees - Where there is an increase in Tuition Fees that falls between the time Parents/Legal Guardians sign a confirmation of acceptance and the Student starting at CIS or due to change in course or campus, the increase may be invoiced separately, and must be paid before the commencement of each semester or prior to the Student starting at CIS, or by the due date as indicated on the relevant invoice issued, whichever is earlier.
- 24.7. Late Payment Interest/ Non-Payment - All payments for fee or charges due to CIS must be made on or before the due date(s) set out in Schedule B of the Student Contract or the due date(s) indicated on invoice(s) / statement(s) issued by CIS, whichever is later. CIS considers any payment made 1 day after the due date(s) in Schedule B or as indicated on the invoice(s) / statement(s) as late payment. CIS will impose a late payment interest as set out in Schedule C of the Student Contract, on each invoice / statement for which payments are not received by the stipulated due date(s). For the avoidance of doubt, CIS requires all late payment interest to be paid as long as the fee payments are received late. CIS has the full discretion to determine the chargeability of the late payment interest and the Parents/Legal Guardians or payer shall pay these fees when charged by CIS.
- 24.8. Consequence of Late Payment / Non-Payment - Where any type of fees are paid late or remain unpaid, CIS reserves the right to take action. This includes but not limited to terminating Student enrolment, barring Student from classes, assessments, exams or activities and withholding information, all forms of reports, transcripts or assessment results. For the avoidance of doubt, Parents/Legal Guardians/Student are required to pay all outstanding fees and charges due to CIS regardless of the action taken and CIS reserves the right to take legal action for non-

payment. Further, the Student Contract shall be terminated in accordance with Clause 42 and 43 when the Student enrolment is terminated.

24.9. Refunds for other sums: For the avoidance of doubt, CIS shall be under no obligation to refund the Parents/Legal Guardians/Students any fees or sums whatsoever paid by the Student for any reason save for those set out in and solely on the terms and conditions set out in the CIS Refund Policy.

Refunds for fees paid for a partially completed semester: Fees will not be refunded or waived for a semester that a student has commenced but did not complete for any reason including absence through sickness; or if a semester is shortened or a vacation extended; or if a student is released home before the scheduled semester.

Refunds for excess payments: If CIS does not receive full refund details within a period of 3 months, and despite multiple attempts to contact the payee, CIS will offset the excess amount against the next invoice. Should there be no further invoices, the refundable amount will be donated to the earliest possible CIS fundraising event after the 3-month period has elapsed

24.10. Payment Method – Payment modes are outlined on the CIS website. All payments are processed by CIS, and the payer shall bear the relevant processing fees. Payments are accepted in Singapore dollars only. All payments must include the invoice number or full name of Student as payment reference. Failure to include this will result in delays in the money being offset against a student's account.

24.11. Modified Payment: CIS shall, at its own discretion, approve requests to modify the fee payment due date(s) or provide a phased fee payment schedule(s) for the invoice(s) / statement(s) issued by CIS ("Modified Payment Schedule"). CIS shall be under no obligation to approve these requests. Each request to modify payment schedule must be accompanied by an application and supporting documents not limited to income documents and confidential agreements. CIS may charge a processing fee to approve or provide a request for Modified Payment Schedule. Once the Modified Payment Schedule is approved, Parents/Legal Guardians or payer must acknowledge and agree to all terms and conditions indicated on the Modified Payment Schedule within 3 working days. Failing which, the Modified Payment Schedule shall become invalid and all fees will become due by the due date(s) set out in Schedule B of the Student Contract or indicated on the invoice(s) / statement(s) issued by CIS, whichever is later. Any payment made 1 day after any one of the scheduled date(s) indicated on the Modified Payment Schedule shall be deemed as a late payment. Failure to pay or late payment shall cause the Modified Payment Schedule to terminate and all fee payments that are not received shall be due and paid to CIS immediately or upon CIS's demand. Upon non-acknowledgement or termination of Modified Payment Schedule, CIS reserves the right to impose the late payment interest as set out in Clause 24.7 retrospectively.

24.12. Timing: - CIS has the full discretion to determine the timing of issuance and payment due date of all invoices and fees.

24.13. Payment of fees by a Third Party: An agreement with a Third Party to pay the fees or any other sum due to CIS does not release parents from any liability under these Standard Terms and Conditions. CIS reserves the right to refuse a payment from a Third Party.

24.14. Exclusion for Non-Payment: The right is reserved on written notice to exclude a Student while fees are unpaid. CIS has the right to withdraw a Student after thirty school days of exclusion. Fees in lieu of notice will be payable in accordance with Clause 38 Notice of Withdrawal/ Exit Procedure. Any collection fees or legal fees incurred will be included in the total amount due.

## 25. **Fee Protection Scheme**

25.1. CIS is party to the Fee Protection Scheme "FPS". The tuition and support programme fees if fully paid by Parents/ Legal Guardians/ Student are protected under this scheme. This is in compliance with the requirements by the Committee for Private Education ("CPE").

25.2. CIS confirms that it has in place FPS by way of an insurance facility. CIS has appointed Lonpac Insurance Bhd (the "Insurance Company") as FPS insurance provider.

25.3. A copy of the master insurance agreement between CPE, the Insurance Company (the “Master Insurance Agreement”) and acceded to by CIS for the purpose of insuring, among other things the Student, is available on the School’s official web site or may be obtained by contacting Admissions at admissions@cis.edu.sg. The Master Insurance Agreement sets out, among other things, the events under which the Insurance Company shall indemnify the Student for Fees paid to CIS.

25.4. The Parent/Legal Guardian/Student acknowledges that he/she has read and has understood the terms of the Master Insurance Agreement and hereby agrees to the terms and conditions therein.

25.5. CIS further undertakes that:

25.5.1. The cover under the Master Insurance Agreement shall be extended to the Student;

25.5.2. The insurance coverage period shall commence from either the course commencement date or date of receipt for the Tuition Fee and Support Programme Fees (if applicable), whichever is earlier until the end of course end date.

25.5.3. As CIS has been registered with CPE with a 4-year EduTrust award, CIS is thus eligible for the FPS Group Insurance scheme. Under the FPS Group Insurance scheme, Lonpac will issue a group Certificate of Insurance (COI) to CIS, with a determined insurable amount to cover all course fees to be collected by CIS during the period of indemnity. A copy of the COI is published on our website. With this group insurance, CIS will not issue individual COI to the student.

25.6. For the avoidance of doubt, if the Parent/ Legal Guardian/ Student receives any payment from CIS or the Insurance Company pursuant to a provision of this Contract or the Master Insurance Agreement in respect of any matter or damage, then the Parent/Legal Guardian/Student shall not be entitled to claim against CIS or the Insurance Company for the same payment in respect of the same matter or damage pursuant to any other provision of this Contract or the Master Insurance Agreement.

**26. Maximum Fee Payable Under Fee Protection Scheme**

26.1. As stipulated under the FPS, CIS shall collect Tuition or Support Programme fees as per Schedule B and C of Student Contract on with each collection not exceeding twelve months of fees at any one time.

26.2. CIS shall collect Tuition or Support Programme Fees (if applicable) in two (2) equal instalments, with each collection not exceeding the collection cap calculated according to the following formula:  $Y / Z \times 5$  where Y is the Tuition Fees or Support Programme Fees and Z is the total duration of the Course (in months).

26.3. The maximum fee collection is set out as follows:

<b>Tuition Fees (S\$) (with prevailing GST, if any)</b>	<b>Maximum Fee Collection Per Semester</b>
Nursery Programme Half Day Nursery Programme Full Day	$(19,260.00/10) \times 5 = 9,630.00$ $(28,080.00/10) \times 5 = 14,040.00$
IB-PYP Pre-Kindergarten to Senior Kindergarten	$(37,800.00/10) \times 5 = 18,900.00$
IB-PYP Grade 1 to Grade 3	$(38,800.00/10) \times 5 = 19,400.00$
IB-PYP Grade 4 to Grade 6	$(42,200.00/10) \times 5 = 21,100.00$



IB-MYP Grade 7 to Grade 10	$(47,100.00/10) \times 5 = 23,550.00$
IB-DP Grade 11	$(49,610.00/10) \times 5 = 24,805.00$
CIS High School Diploma IB-DP Grade 12	$(49,610.00/10) \times 5 = 24,805.00$
CIS Primary Foundation Programme CIS Secondary Foundation Programme	$(49,700.00/10) \times 5 = 24,850.00$ $(54,600.00/10) \times 5 = 27,300.00$

## 27. **Medical Insurance**

- 27.1. CIS confirms that it has in place a medical insurance scheme for the Students as recommended by CPE under the EduTrust certification scheme. This medical insurance scheme shall minimally provide for an annual coverage limit of not less than S\$20,000 per student, at least B1 ward in government and restructured hospitals and 24 hours coverage in Singapore and overseas (if student is involved in school-related activities) throughout the course duration. CIS has appointed Tokio Marine Insurance Singapore Ltd as the Students' medical insurance provider.
- 27.2. For the avoidance of doubt, if the Parents/Legal Guardians/Student receive any payment from CIS or the Insurance Company pursuant to a provision of this Contract or the medical insurance cover, then the Parents/Legal Guardians/Student shall not be entitled to claim against CIS or the Insurance Company for the same payment in respect of the same matter.

## 28. **Parent/Student Handbook**

A copy of the Parent/Student Handbook can be found on CIS's website. Parents/Legal Guardians agree to adhere to and be bound by the terms and conditions set out in the Parent/Student Handbook. The Parent/Student Handbook may be amended from time to time.

## 29. **Notice**

Any notice, request, demand, explanations, advisories or other communication may be in writing delivered personally or by first class prepaid letter, facsimile transmission, emails, instantaneous electronic messaging systems (such as SMS, Skype, MSN, Yahoo Messenger or Google Hangout) or other means of telecommunications in written form and shall be deemed to have been received, subject as otherwise provided in this Contract, in the case of a letter, when delivered personally or three (3) days after it has been put in to the post and, in the case of emails, facsimile transmission, instantaneous electronic messaging systems or other means of telecommunication in written form, at the time of despatch (provided that if the date of despatch is not a business day in the country of the addressee or if the time of despatch is after the close of business in the country of the addressee it shall be deemed to have been received at the opening of business on the next business day).

## 30. **Severability of Provision**

If any provision hereunder or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions in this Contract.

## 31. **Indulgence, Waiver**

No failure on the part of any party to this Contract to exercise and no delay on the part of 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 under this Contract preclude any other or further exercise of it.

### 32. Remedies

No remedy conferred by any of the provisions of this Contract is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the parties to this Contract shall not constitute a waiver by such party of the right to pursue any other available remedies.

### 33. Successors and Assigns

The terms hereunder shall be binding upon, and ensure for the benefit of, the successors, personal representatives and permitted assigns of the parties PROVIDED THAT neither CIS nor the Parents/Legal Guardians/Student shall be entitled to assign its rights and/or obligations without the prior written consent of the other party. CIS shall also not be entitled to assign its rights and/or obligations under this Contract without the prior consent of the Committee for Private Education, irrespective of any consent or waiver by the Parents/Legal Guardians/Student.

### 34. Governing Law

The Terms and Conditions shall be governed by and construed in accordance with the governing law stated in the Student Contract.

### 35. Dispute Resolution

Any and all disputes arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination shall be settled using the way arranged by CIS in the first instance. If the Parents/Legal Guardians/Student and CIS cannot settle a dispute using the way arranged by CIS, the Parents/Legal Guardians/Student and CIS may refer the dispute to the CPE Mediation-Arbitration Scheme. Parents/Legal Guardians/Student can also seek advice with the Small Claims Tribunals (SCT) for refund issues of equivalent or less than S\$20,000 or with their own Legal Counsel. For amounts that exceed S\$20,000 but is below S\$30,000, the claim can still proceed with SCT if both parties consent to it in writing.

All disputes and the resolution of such disputes (whether conducted through mediation, arbitration or otherwise) shall be strictly confidential between the parties.

### 36. International Students (where applicable)

36.1. Student Pass Application: Students who require a student pass from the Immigration and Checkpoints Authority (ICA) will be assisted by the CIS Admissions team for new students and the Academic Divisions for returning students. Assistance provided includes initiating the ICA application, providing advice on pass application, and verifying a student's enrolment and immigration status.

36.2. Student Pass Not Transferable: The Student's Pass issued is not transferable and will expire upon the Student ceasing to be a student of CIS. CIS is under an obligation to inform the ICA of the Student's withdrawal from, or completion of his/her course of study at CIS, and the Parents/Legal Guardians/Student shall provide to CIS, within seven (7) working days of the Student ceasing to be a student, a copy of the Student's passport, Student's Pass, the Student Identity Card and/or any other documentation as may be reasonably requested by CIS for cancellation.

36.3. Withdrawal from CIS: A Student who withdraws from CIS to enrol with another school shall be deemed to have withdrawn from CIS under Clause 38 and the provisions of Clause 38 shall apply.

### 37. Transfer Policy

37.1. The School will allow students to transfer from one course to another if the School assesses that the Student is more suited academically and emotionally for enrolment in another course offered by the School, and where space is available.

- 37.2. If the Student transfers to another course, the Student agrees that the transfer shall not be deemed a withdrawal from the School and the Refund Policy in the Student Contract shall not apply.
- 37.3. If a Student does not agree to be enrolled in the course offered by the School and withdraws from the School, the relevant fees paid shall be refunded in accordance with the Refund Policy set out in Clause 2 of the Student Contract and Payment Terms in Clause 24.
- 37.4. In the event of a change of course as mentioned above, a supplemental contract shall be executed between CIS and the Parents/Legal Guardians/Student to reflect the change of course and change in fees where applicable. All the other terms and conditions in the Student Contract shall remain unchanged.
- 37.5. Where a request for transfer of Course is made, the school will assess the request and confirm the status of the request within two (2) weeks of receipt of the request.

### **38. Notice of Withdrawal / Exit Procedure**

- 38.1. Parents/Legal Guardians who intend to withdraw the Student from CIS shall submit a Notice of Withdrawal form at the time required by CIS. A copy of the Notice of Withdrawal is found on the School's portal.
- 38.2. Upon receipt of the Student's withdrawal notice, the Admissions team shall respond to the withdrawal request within 2 working days. For the avoidance of doubt, the Notice of Withdrawal is not confirmed until the Admissions team has acknowledged in writing that this withdrawal notice has been received and approved. No other confirmation, written or otherwise, will suffice. In the event the withdrawal is not in the prescribed format, CIS shall at its absolute discretion have the right to reject any such withdrawals. Where the Singapore Court has ordered that the Student's custody and care and control resting with one or both parents or person(s) other than the Applicant(s), CIS will comply accordingly.
- 38.3. Should any Parents/Legal Guardians of a Student fail to submit a Notice of Withdrawal in the form or at the time stipulated by CIS, the Student shall be deemed to have withdrawn from the School seven (7) days from the last day the Student attended School ("the Date of Deemed Withdrawal"). Any refund of fees for withdrawal, if applicable, is subject to the Refund Policy set out in Clause 2 of the Student Contract and Payment Terms in Clause 24.
- 38.4. Upon withdrawal, Parents / Legal Guardians are required to complete and submit a Student Exit Form and pay all outstanding amounts owing to CIS, if any, to the Finance Department in the Student's final week at CIS. A copy of the Student Exit Form for the appropriate academic division is found on the school's portal. If a Student Exit Form is not completed and/or any amounts remain due, owing and unpaid from the Parents / Legal Guardians to CIS, Clause 24.8 shall apply.
- 38.5. If, after withdrawing from CIS, a Student intends to return, they can do so by submitting an application. If the intended commencement date at CIS is less than two calendar years after the original date of withdrawal, the Application Fee will be waived. If the Student is offered a place at CIS, the Confirmation Fee will also be waived. If the intended commencement date at CIS is greater than two calendar years after the original date of withdrawal, the Application Fee must be paid in order for the Student to be considered for a placement and the Confirmation Fee must also be paid to secure the offered place. Tuition Fees and Support Programme Fees (if applicable) will be billed at the prevailing rate at the time of entry to CIS.

### **39. Renewal of Student Contract**

- 39.1. On completion of the Course, if the Student meets and satisfies all the course requirements in relation to the prescribed course for the next grade, the Student shall be automatically promoted to the next grade. A new Student Contract shall be offered for the next School Year, unless CIS receives a Notice of Withdrawal from the Student in the form prescribed by Clause 38 herein.
- 39.2. For the avoidance of doubt, the School shall liaise with the Applicant(s) as defined, subject to Clause 3.4 above.

#### 40. Counterparts

The Student Contract may be executed in one or more counterparts, each of which will be deemed to be an original copy hereof and all of which, when taken together, will be deemed to constitute one and the same document. Each counterpart may be delivered by electronic transmission or facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

#### 41. Force Majeure

41.1. In the event that any party shall be rendered unable to carry out the whole or any part of its obligations for any reason beyond the control of that party, including but not limited to acts of God, strikes, civil unrest, war, riot, acts of terrorism, natural disasters, inclement weather conditions including but not limited to school closures mandated or recommended by the Ministry of Education due to haze, and any other causes of such nature, then the performance of the obligations hereunder of that party or all the parties as the case may be and as they are affected by such cause shall be excused during the continuance of any inability so caused. Such party so affected by the force majeure event shall not be liable to the other party for any losses or damages whatsoever suffered by the other party by reason of any delay in performance or non-performance of any of such party's obligations, to the extent that such delay or non-performance is due to any force majeure, notwithstanding that such delay or non-performance shall as far as possible be remedied with all reasonable despatch. For the avoidance of doubt, this Clause shall not apply to cases where:

- 41.1.1. CIS is declared to be insolvent and/or a winding-up order made or bankruptcy issued by the Singapore court against CIS; and
- 41.1.2. The relevant authority(ies) issue(s) an order to cease and/or terminate the operations of CIS, or the happening of anything of a similar nature under the laws of Singapore.

#### 42. Termination of the Student Contract

Parents/ Legal Guardians accept that they have a responsibility to act as role models for their child/ren, and those of the School community, as such they confirm that they accept the role, responsibility and ultimate authority of the Principal within the School community.

It is hereby expressly agreed that CIS may in its absolute discretion and without prejudice to any and/or all its rights and remedies herein provided and/or to any other remedies available to it at Law and in Equity terminate this Contract by giving the student/parent(s)/guardian(s) 5 business days written notice in the event that the student/parent(s)/guardian(s) commits a breach of any material terms and conditions of this Contract and/or including but not limited to the following: -

##### (A) Legislative requirements

CIS can only enroll eligible students who possess an appropriate and valid pass. Valid passes include:

- i. Dependent Pass
- ii. Long Term Visit Pass
- iii. Immigration Exemption Order
- iv. Students Pass
- v. Permanent Residency

If an existing pass expires or is cancelled during the course of the Student's studies, CIS will assist in applying for a Student Pass, subject to Parent's consent, to allow the Student to continue their studies.

##### (B) Illegal behaviour

Behaviour including but not limited to the following:

- i. Possession/distribution of items prohibited by Singapore Laws;

- ii. Assault causing bodily harm/ injury/ criminal intimidation and violence or threats of violence;
- iii. Propagation of hate speech or acts prejudicial to the maintenance of harmony between different racial and cultural groups, words or conduct prejudicial to racial harmony and students/ community relations as defined by Singaporean Laws;
- iv. Consumption, possession, distribution of controlled drugs under the Misuse of Drugs Act or under the influence of such drugs or alcohol;
- v. Any behaviour deemed illegal or offensive under Singapore Laws;
- vi. Conduct which CIS deems prejudicial to good order and discipline.

**(C) School behaviour**

The following behaviours will lead to expulsion if the offence is of significantly serious or persistent nature:

- i. Theft
- ii. Vandalism (includes loss and damage to property and equipment e.g. IT, library books)
- iii. Gambling
- iv. Physical violence / abuse
- v. Verbal/emotional abuse
- vi. Use of tobacco products (includes smokeless tobacco products)
- vii. Unexplained absence from school for more than 7 consecutive school days
- viii. Sexual harassment
- ix. Failure to comply with the parent social media policy
- x. Defiance of authority
- xi. Harassment or violent behaviour
- xii. Fighting
- xiii. Possession, or consumption of drugs or alcohol
- xiv. Bullying
- xv. Lying, misleading or withholding information from faculty, administration or staff

**(D) Other behaviours**

- i. Breach of Caregiver arrangements as outline in the Caregiver Agreement
- ii. Failure to pay fees may lead to termination of the student contract if all avenues of payment options have been exhausted. Please also refer to Clause 24.8;
- iii. Request for leave of absences for a period of more than one (1) month without valid reasons and/ or without CIS's approvals;
- iv. When Parents/ Legal Guardians commit acts which would bring disrepute to the school so as to adversely affect the reputation, education, trust or well-being of the students, staff or Parents/ Legal Guardians within the school community.

**43. Consequences of Termination of Student Contract**

Upon the termination of this Contract CIS shall retain its rights absolutely to take the following actions:

- i. Student pass, if any, will be cancelled;
- ii. CIS Security can refuse entry and/or confiscate unreturned CIS passes, car decals, etc;
- iii. CIS reserves the right to refuse entry to classes, communication and release of information to future schools;
- iv. CIS reserves the right to take debt collection and/or legal action for outstanding fees;
- v. CIS will retain and withhold access to all reports, timetable, access rights, transcripts, exam results etc.;
- vi. Any other actions CIS may in its absolute discretion take and which CIS may deem fit and necessary

**44. Non-Assignment**

For avoidance of doubt and provided always that, CIS Student Contract is legally binding only for the one child identified in the Student Contract as against the parent/ guardian and the rights, interest and liabilities of the CIS Student Contract shall not be assigned and/ or transferred to another child whether in past or in while.

**45. Entire Contract**

This Contract sets forth the entire agreement, and supersedes any and all other agreements, understandings, representations, and communications between CIS and the Student/Parent/Guardian whether written or oral, related to the subject matter herein.

SAMPLE ONLY

**SCHEDULE 1 - CIS ZERO DRUG TOLERANCE POLICY**

**FORMAT CONSENT FORM FOR SPECIMEN FOR A HAIR TEST**

**CONSENT TO CONDUCT HAIR SAMPLE TESTS**

I \_\_\_\_\_ being the Parent / Legal Guardian of  
(Name of Parent / Legal Guardian)

\_\_\_\_\_ do hereby give consent to the  
(Name of student)

Canadian International School ("the School"), at such time and in such manner, to take a sample of my child's hair for the sole purpose of determining the presence, if any, of any controlled drug(s) as defined in the Misuse of Drugs Act (Chapter 185) of the Republic of Singapore. If the test result shows the presence of any such substances, I accept that this will be grounds for the expulsion of my child from the School. I agree that the test may be conducted in my absence. I understand that I will be notified whenever a test has been carried out.

\_\_\_\_\_  
Name of Student

\_\_\_\_\_  
Name of Parent / Legal Guardian

\_\_\_\_\_  
Passport/NRIC number of Student

\_\_\_\_\_  
Passport/NRIC Parent/Legal Guardian

N/A

\_\_\_\_\_  
Signature of Student  
(over 18 years only)

\_\_\_\_\_  
Signature of Parent/Legal Guardian

N/A

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## SCHEDULE 2 - IB CONSENT FORM

**Student's Name:** \_\_\_\_\_

Students at the Canadian International School create exemplary work. Students' work is sometimes shared in-house during staff meetings, assemblies and between students, for example, reading buddies looking at each other's work together.

The International Baccalaureate (IB) at times requests samples of student work, images and videos of our students engaged in learning opportunities. The IB runs teacher-training workshops and publishes materials such as the magazine IB World where students' work or images may be used. In addition, the IB also publish training materials, both in a printed form and on their password-protected web site for teachers. These training materials are greatly improved and enhanced with authentic samples of students work.

The IB would greatly appreciate your permission to use samples of your son/daughters work, images and videos should the school select them. In order to provide the IB with work samples, images or videos, we need your written authorization.

Please check one box in each section below to give the school the necessary authority to share materials with the IB and sign the form. The school will retain this for the duration of your son/daughter's time at CIS.

### **Student's School Work**

- On behalf of my son/daughter/ward, I grant the IB a non-exclusive worldwide license to use any of my son/daughter/ward's work that the school chooses to submit, in whatever medium (this includes written work, audio and visual materials).

I note that this means that the IB may reproduce and publish the materials in any medium for training, promotional or other purposes in relation to the IB's activities or those related activities of which it approves. I note that these materials may be modified, translated or otherwise changed to meet the IB's purposes and will be anonymized to protect my son/daughter/ward's identity.

- On behalf of my son/daughter/ward, **I retain exclusive copyright** of his/her work, in whatever medium, and **do not give permission** to the school to submit it to the IB.

### **Student's Visual Image**

- On behalf of my son/daughter/ward, **I give permission** to the IB to reproduce photographic and video images of my son/daughter/ward in whatever medium, as described above. I understand that these pictures will have been taken in the course of approved school activities and in circumstances under the control of the school. **I note that the identity of my son/daughter will not be revealed.**

- On behalf of my son/daughter/ward, **I refuse permission** to the IB to reproduce photographic and video images of my son/daughter/ward in whatever medium and, therefore, ask the school not to include my son/daughter/ward in any activity that will be photographed or videoed for submission to the IB.

Parent/Legal Guardian's Name : \_\_\_\_\_

Parent/Legal Guardian's Signature: \_\_\_\_\_

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



I hereby acknowledge and agree that I have read and understood CIS's Terms and Conditions and agree to be bound by the same:

SIGNED by the Student

SIGNED by the Student's Parent or Legal Guardian (if the student is under eighteen (18) years of age)

N/A \_\_\_\_\_

\_\_\_\_\_

Name of Student:

Name of Parent or Legal Guardian:

N/A \_\_\_\_\_

\_\_\_\_\_

Date:

Date:

N/A \_\_\_\_\_

\_\_\_\_\_

SAMPLE ONLY