



## School's Terms and Conditions

### A. Introduction

1. **These BCS Terms and Conditions** form part of the Brighton College (Singapore) Pte. Ltd. ("BCS") Student Contract and form the basis of a legal contract for educational services.
2. **Documents referred to:** The Data Protection Policy and the Complaints Procedure are available upon BCS's acceptance of the Student. Parents also have an opportunity to see any of the other documents referred to in these Terms and Conditions on request.

### B. Terminology

3. **"School"/"We"/"Us"** means Brighton College (Singapore) Pte. Ltd. trading as Brighton College (Singapore). Brighton College (Singapore) Pte. Ltd. is constituted as a private company limited by shares under the Singapore Companies Act, Chapter 50.
4. **"Education Director for Asia"** means the [Chief Education Officer Asia of Brighton College (Singapore) as may be appointed from time to time by Brighton College (Singapore) Pte. Ltd. or by its parent, Cognita Asia Holdings Pte. Ltd..
5. **"The Board of Governors"** means the senior management team of Brighton College (Singapore) who are appointed from time to time and who are responsible for governance of the School. (A list of members that constitute the Board of Governors is available upon request.)
6. **"The Chair of Governors"** is the Board of Governors member designated by the Board of Governors from time to time to be responsible for the management and organization of the School and that expression includes those to whom any duties of the Chair of Governors or of the Board of Governors have been delegated.
7. **"The Head Master"** is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head Master have been delegated.
8. **"Parent(s)"/"Guardian(s)"/"You"** means any person who has signed the acceptance statement on the Application Form and/or who has accepted responsibility for a child's attendance at the School. Parent(s)/Guardian(s) are legally responsible, individually and jointly, for complying with their obligations under these BCS Terms and Conditions. Those who have "parental responsibility" (i.e., legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.
9. **"Student"** is the child named on the Application Form. The age of the Student will be calculated in accordance with the United Kingdom's and international school practice. The Student needs to be eligible to reside in Singapore with the appropriate immigration pass, e.g., Dependant's Pass, Student Pass. Singapore citizens need approval from the Ministry of Education to be eligible to enrol in the School.

10. **"Academic Year"** means the consecutive weeks of time when the Student is in class receiving classroom instruction from Teachers and attending educational activities within and outside the School, including camps, field trips, excursions and off-site activities. The Academic Year commences in August and ends in July each calendar year, with vacation periods such as Half Term, Term Break and Holiday as defined in the School's calendar during the academic year. The School reserves the right to vary its academic year from time to time to suit the best interests of the School community.
11. Any capitalized terms used in these BCS Terms and Conditions that are not defined herein shall have the meanings ascribed to them in the BCS Student Contract.

### C. Admission and Entry to the School

12. **Application and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Application Form has been completed and received by us and the non-refundable and non-transferable Application Fee has been received by the School. Admission will be subject to the availability of a place and the Student and Parents satisfying the admission requirements at the time. **"Admission"** occurs when Parents accept the offer of a place. **"Entry"** is the date when a Student attends the School for the first time under the BCS Student Contract.
13. **Entry Considerations:** Parents agree to fully disclose citizenship, learning needs or other information relating to the Application of the Student. The School will need to assess the Student's level of English Language proficiency and/or academic level. Parent(s) and/or Guardian(s) will also be required to execute the applicable declaration and undertaking form(s) in such form and manner as may be prescribed by the School from time to time, failing which the School is entitled to withdraw the offer of a place or exclude the Student from the School without refund of any Fees. The Student may be required to take a test or to be interviewed to determine this. If a test is required, all test responses must be those of the child and if it becomes apparent that this has not been the case, the School is entitled to withdraw the offer of a place or remove the Student from the School without refund of any Fees. The School may also determine on a case by case basis whether English as a Learned Language support is required as a condition of continued enrolment.
14. **Withholding Information:** If it subsequently becomes apparent that information considered reasonable for consideration for entry to the School has been withheld, is inaccurate or falsified, the School has the right to exclude the Student from the School without refund of any Fees.
15. **Disclosure of Nationality:** Parent(s)/Guardian(s) are required to fully disclose the nationality/citizenship status of all applicants – including dual nationality. Specifically, any applicant who holds Singapore citizenship, either by birth or registration, must declare this information at the time of the application, as approval from the Ministry of Education is required before Entry. After Entry, any change in the nationality and residency status must be notified in writing to the School.
16. **Singapore Citizens and Permanent Residents:** Singapore citizens holding dual citizenship may not make an application based on their non-Singaporean status. Permanent Residents, who are non-Singaporean, do not require a Ministry of Education waiver before Entry. Children who become Singapore citizens will only be able to retain their place at the School after the Ministry of Education has issued a waiver.

17. **Non-Singapore Citizens and Non-Permanent Residents:** Admission and continued enrolment at the School is conditional upon the Student having a valid Dependant Pass or other Pass issued by the Immigration Department of Singapore. Any changes in the Parents' employment and/or expiry of relevant Pass or change in immigration status of the Student must be notified in writing to the School. Students must be legally permitted to reside in Singapore to remain enrolled at the School.

## D. Student Welfare

18. **Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's legal rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the legal rights and freedoms of others.
19. **Complaints:** Any question, concern or complaint about the Student's welfare or safety of a Student must be notified immediately to a member of the School staff or in the case of a grave concern must be notified in writing to the Head Master and/or by telephone and fax in a case of emergency. A copy of the School's current Complaints Procedure is available at the School's online Parent Portal.
20. **Student's Legal Rights:** Under Singapore law, a person under 21 years of age is considered a minor and the Parent(s)/Guardian(s) are responsible for the Student. The decision-making rights of a minor vest in the Parent(s)/Guardian(s). Where Parents of the Student are divorced/separated, the School will follow an order of court to determine the party/parties who has/have custody of the Student and therefore, is/are responsible for making decisions for the Student.
21. **Head Master's Authority:** The Parents authorize the Head Master to take and/or authorize in good faith all decisions which the Head Master considers on proper grounds will safeguard and promote the Student's welfare. The Parents authorize the Head Master to consent on behalf of the Parents to the Student receiving emergency medical treatment if the Parents cannot be contacted at the time consent is required. The Parents accept that all direct and incidental expenses incurred for the Student's emergency treatment will be the responsibility of the Parents. In the event of an emergency situation involving the Student, the Parent(s)/Guardian(s) authorizes the School to make decisions on their behalf for the Student if reasonable attempts made by the School to contact the Parent(s)/Guardian(s) are unsuccessful.
22. **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a Student in distress or to maintain safety and good order, or in connection with the Student's health and welfare.
23. **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Student, any history or diagnosis of a learning difficulty on the part of the Student or any member of his/her immediate family, or any family circumstances or court order which might affect the Student's welfare or happiness, or any concerns about the Student's safety.

24. **Special Precautions:** The Head Master needs to be aware of any matters that are relevant to the Student's safety and security. The Head Master must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from the School premises if the Head Master, acting in a proper manner, considers such exclusion to be in the best interests of the Student or the School.
25. **Leaving School Premises:** The Student must seek permission to leave the School grounds and adhere to the procedures in the School Policy. The Parents agree that the School is entitled to prevent the Student from leaving the School premises during school hours where prior arrangement was not made and until such time as the express permission of the Parents is obtained. The School will do all that is reasonable to ensure that the Student remains in the care of the School during School hours but We cannot accept responsibility for a Student who leaves the School premises whether or not in breach of the School Policy.
26. **Residence during the School Year:** Students are required during the School Year to live with a Parent or Guardian. The Head Master must be notified in writing immediately if a Student will be residing during the School Year under the care of someone other than a Parent. The School will not usually accept a Student who is not living with their Parent(s) or Guardian(s). The School may accept a Student who is residing with a close relative. This decision is at the School's discretion and the School will only consider accepting such an arrangement if the Student's Parent(s) and Guardian(s) have first executed the applicable declaration and undertaking form(s) in the form and manner as may be prescribed by the School from time to time. The School reserves the right to exclude the Student from the School or require the removal of any Student who resides or intends to reside with someone other than a Parent or Guardian whom the School deems to be unsuitable.
27. **Absence of Parents:** When both Parents will be absent from the Student's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the relevant adult, other than a domestic helper, who will have the responsibility to care for the Student.
28. **Communication with Parents:** With the exception of communication regarding cancellation, withdrawal and notice of withdrawal, the School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless other arrangements are made and any communication from the School to any such person as having been made to each of them.
29. **Photographs and Email Addresses:** Parents consent to the School using the Student's work, photographs of the Student and other material for purposes such as publicizing the School and its students' accomplishments. Parents further consent to the School's affiliate sending newsletters and other information and promotional materials to the Parents' email address(es) as provided to the School, for purposes of marketing its education or related services.
30. **Transport:** In the event that transport is arranged by the School for a School event, the Parents' consent to the Student travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

31. **Student's Personal Property:** Students are responsible for the security and safe use of all their personal property. Parents are responsible for labelling all personal property. Parents are responsible for insurance of the Student's personal property while at the School or on the way to and from School or any School-sponsored activity away from the School premises.
32. **Liability:** Save where the School is found to be grossly negligent or guilty of gross misconduct causing personal injury, loss or damage, the School shall not be responsible to the Student or Parent(s)/Guardian(s) for any personal injury suffered, or damage to or loss of any property belonging to the Student or Parent(s)/Guardian(s), on the School premises. The School cannot be responsible for any personal injury and/or loss or damage suffered by the Student or Parent(s)/Guardian(s) outside of the School premises.

## E. Health and Medical Matters

33. **Medical Declaration:** Parents must complete a form of medical declaration on application concerning the Student's health and must inform the Head Master in writing if the Student develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases.
34. **Medical Care:** Parents must comply with the School's quarantine regulations as varied from time to time. Parents are also asked to inform the School if they or the Student have travelled to or have been in transit in a country with a known contagious or communicable disease, illness or virus, particularly when the Parents or the Student have been at risk of exposure to such.
35. **Student's Health:** The Head Master may at any time require a medical opinion or certificate as to the Student's general health where the Head Master considers that to be necessary as a matter of professional judgment in the interests of the child and/or the School.
36. **Medical Information:** Throughout the Student's time at the School, the School shall have the right to disclose information about the Student if so considered to be in the Student's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a "need-to-know" basis.
37. **Medical closure:** In the event of a medical event or circumstance within or affecting Singapore that requires the School to be closed by the relevant authorities of the Singapore government, the School will not be obliged to refund all or any part of the Fees for any period of closure before or after any such event. In this situation the School will make arrangements, where practicable, to ensure continuity of your child's education.
38. **Liability:** The School maintains insurance for customary insurable risks including comprehensive liability and coverage for school property. The School maintains a student-based insurance policy for every Student, consistent with the CPE Scheme minimum requirements, for school-based activities and needs. It is the responsibility of the Parents to provide any additional comprehensive medical and accident insurance, as well as personal property insurance, for their children and their possessions.

## F. Educational Matters

39. **Organisation:** We reserve the right to organize the curriculum and its delivery in a way which, in the professional judgment of the Board of Governors, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of gender, nationality and language as well as abilities and aptitudes among the students and may take into account management of class dynamics. Any Parent(s)/Guardian(s) who have specific requirements or concerns about any aspect of their child's education or progress should contact their child's advisor or teacher, or any other appropriate member of staff, as soon as possible, or contact the Head Master or the Chair of Governors in the case of a grave concern.
40. **Progress Reports:** The School monitors the progress of each Student and reports regularly to Parents by means of full written reports and Parent/Teacher conferences from time to time. Records, reports and recommendations will not be released until all financial obligations of the Parent(s)/Guardian(s) to the School have been met.
41. **Examinations and Tests:** The Head Master may, after consultation with the Parents and Student, decline to enter a Student's name for an examination or achievement test if, in the exercise of professional judgment, the Head Master considers that the Student's performance is below the standard required for that examination or that by doing so the Student's prospects in other examinations would be impaired and/or if the Student has not prepared for the examination with sufficient diligence, for example, because the Student has not worked or studied in accordance with advice or instruction from the School's staff.
42. **Reports and References:** Information supplied to Parents and others concerning the progress and character of a Student, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Records, reports and recommendations will not be released until all financial obligations of the Parent(s)/Guardian(s) have been met.
43. **Information about Individual Learning Needs:** Parents must state on the Application Form if they are aware or suspect that a prospective Student has an individual learning need and the Parents must provide us with copies of all written reports and other relevant information. Any fees for assessments that may be required to determine individual learning needs of students (actual or prospective) are charged as an extra cost. In some cases, based on the School's assessment or at the discretion of the Head Master, this learning support will be mandatory and a condition of continued enrolment at the School. After acceptance, the Parents will be asked to withdraw the Student, if, in the professional judgment of the Head Master and after consultation with the Parents and with the Student (where appropriate), the School cannot provide adequately for a Student's individual learning needs. This is defined as "Removal", which means that the Student has been required to leave ("asked to leave") the School permanently. Please refer to Section G "Removal in Other Circumstances" and "Fees Following Removal" for further details.

44. **Information about English as a Learned Language:** Parents must state on the Application Form if they are aware that the Student's level of English proficiency may not be sufficient. Parents agree to provide documentation and agree to have the Student complete tests and/or activities to allow the School to assess the Student's level of English proficiency. Where the School can provide for the Student, English as a Learned Language support will be provided by the School as part of the School curriculum. After acceptance, Parents may be asked to withdraw the Student if in the professional judgment of the Head Master and after consultation with the Parents and with the Student (where appropriate), the School cannot provide adequately for a Student's language learning needs. This is defined as "Removal", which means that the Student has been required to leave ("asked to leave") the School permanently. Please refer to Section G "Removal in Other Circumstances" and "Fees Following Removal" for further details.
45. **Withholding information:** If it subsequently becomes apparent after Admission that any information regarding learning support or individual learning needs or the level of English proficiency has been withheld, or falsified, during the application process, it will lead to the immediate removal of the Student from the School without refund of any Fees.
46. **Progression through the School:** It is assumed that each Student who satisfies the relevant academic and disciplinary criteria at the time will progress through each year level at the School. Parents will be consulted in advance if there appears to be any reason why the Student may be refused a place in the next year level of the School. Parents must give notice in writing in accordance with the "Provisions about Notice" (in Section H) if they do not intend that their child proceed to the next year level of the School.
47. **School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of a Student in conjunction with any member of staff and/or other students at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Student's role in the creation/development of intellectual property.
48. **School Camps, Field Trips and Excursions:** Students may be involved in School camps, field trips and excursions, some of which will be compulsory for students to attend as part of their curriculum. The cost of any such School camps, field trips or excursions will be fully payable to the School in advance of the relevant camp, field trip or excursion commencement, in addition to Course Fees. The Student is subject to School discipline in all respects while engaged in all School camps, field trips and excursions. All additional costs of taking special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Student's safety and welfare, or to respond to breaches of discipline, while the Student participates in any School camp, field trip or excursion will be chargeable to the Parent.

## G. Behaviour and Discipline

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

50. **School Rules:** The School Policies which is current at the time and applies to all Students will be available to the Parents at the School's online Parent Portal. Parents are requested to read these documents carefully with the Student.
51. **School Discipline:** The Parents hereby confirm that they accept the authority of the Chair of Governors and/or Head Master and of other members of staff on the Chair of Governors and/or Head Master's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Student and the School community as a whole. The School's disciplinary policy which is current at the time applies to all Students when they are on the School premises or in the care of the School, or otherwise representing or associated with the School. The School's disciplinary policies may undergo reasonable change from time to time but will not authorize any form of unlawful activity. The Parents acknowledge that the School's disciplinary policies may require a Student to undertake menial but not degrading tasks on behalf of the School and/or external community, withdrawal of privileges including off-campus privileges, suspension, or alternatively being removed or expelled from the School.
52. **Parental Behaviour & Conduct:** Parents accept that they have a responsibility to act as role models for their children, and those of the School community. Parents confirm that they accept the role, responsibility and ultimate authority of the Chair of Governors and/or Head Master within the School community. If, after investigation by the Chair of Governors and/or Head Master, an opinion is formed of a Parent(s)' conduct, behaviour and actions (or lack thereof) being inconsistent with the School's Terms and Conditions, or that a Parent has acted in an unreasonable or threatening manner toward either a Student, School staff member or other parent of the School community, or has failed to act, communicate or participate within reasonable expectations of the School, a Student's enrolment or placement at the School will be withdrawn with immediate effect. The Chair of Governors and/or Head Master or the School is under no obligation to divulge the content or source of any information acquired during the course of the investigation which has led to the withdrawal of the Student's enrolment or placement at the School. Any such Student or family withdrawn from the School enrolment or placement has no right of entry into the School premises without the written permission of the Chair of Governors and/or Head Master.
53. **Investigative Action:** A complaint or rumour of misconduct will be investigated. A Student may be questioned and his/her locker or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's legal rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by Parent(s) or Guardian(s) or a teacher of the Student's choice.
54. **Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Student from the School in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parent(s) or Guardian(s) so that they can attend a meeting with the Chair of Governors and/or Head Master before a decision is taken in such a case. In the absence of a Parent or Guardian, the Student will be assisted by an adult (usually a teacher) of his/her choice.
55. **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of students or others who have given information which has led to the complaint or which the Head Master has acquired during an investigation.

56. **Drugs & Alcohol:** Parents agree to have the Student comply with the School's Drug and Alcohol Policy and any drug testing procedures that may be implemented for students of the School.
57. **Terminology:** In these BCS Terms and Conditions, "**Suspension**" means that a Student has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation. "**Withdrawal**" means that the Parents have withdrawn the Student from the School. "**Expulsion**" and "**Removal**" mean that the Student has been required to leave the School permanently in the circumstances described below. "**Exclusion**" means that the Student may not return to School until arrears of Fees have been paid. "**Exclusion**" may also be used as a general expression covering any or all of the other expressions defined in this clause.
58. **Expulsion:** A Student may be formally expelled from the School if it is proved on the balance of probabilities that the Student has committed a very grave breach of School discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head Master shall act with procedural fairness in all such cases. Parents will be given a copy of the review procedure current at the time. The Head Master's decision may be subject to an independent or Board of Governors' review, if requested by a Parent. The Student shall remain away from School pending the outcome of the Review (see "Board of Governors' Review" below).
59. **Fees after Expulsion:** If the Student is expelled, there will be no refund of the Fees for the current or past Academic Year. There will be no charge of fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable immediately upon Expulsion. No records, recommendations or reports will be released until all financial obligations of the Parent(s)/Guardian(s) to the School have been met.
60. **Removal in Other Circumstances:** Parents may be required, during or at the end of an Academic Year to remove the Student, temporarily or permanently from the School, if, after consultation with the Student and/or Parents, the Head Master is of the opinion that by reason of the Student's conduct or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a Parent has treated the School or members of its staff unreasonably. In these circumstances, the Parents may be permitted to withdraw the Student as an alternative to Removal being required. The Chair of Governors shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and the Parents as well as those of the School (see "Board of Governors' Review" below).
61. **Fees Following Removal:** If the Student is removed or withdrawn in the circumstances described above, the rules relating to Fees shall be the same as for expulsion.
62. **Board of Governors' Review:** Parents may ask for a Board of Governors' Review of the Head Master's decision to expel or require the removal of a Student from the School (but not a decision to suspend a Student unless the suspension is for 11 school days or more, or would prevent the Student from participating in a compulsory activity such as an examination). The request must be made as soon as possible in writing and in any event within seven (7) days of the decision being notified to the Parents. The Parents will be entitled to know the names of the Board of Governors Members who make up the Board of Governors' Review Panel and may ask for the appointment of an independent panel member nominated by the School and approved by the Parents (approval not to be unreasonably withheld). If the Board of Governors upholds the decision of the Head Master, the Parents may ask for a review of the Board of Governors' decision by the Education Director for Asia. The request must be made as soon as possible and in any event within seven (7) days of the decision being notified to the Parents.

63. **Review Procedure:** The Head Master will advise the Parents of the procedure (current at that time) under which such a review will be conducted by a panel of the Board of Governors Members. If Parents request a Board of Governors Review, the Student will be suspended from School until the decision to expel or remove has been set aside or upheld. While suspended, the Student shall remain away from School and will have no right to enter the School premises during that time without written permission from the Head Master. A Board of Governors Review will be conducted under fair procedures in accordance with the requirements of natural justice. If the Parents ask for a Review of the Board of Governors' decision, the Student will be suspended from the School until the decision to expel or remove has been set aside or upheld. The Education Director for Asia's Review will be conducted under fair procedures in accordance with the requirements of natural justice.
64. **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to expel or remove a Student must be made in accordance with the School's published Complaints Procedure, a copy of which is available on request or at the School's online Parent Portal. Every reasonable complaint shall receive fair and proper consideration and a timely response.

## H. Provisions about Notice

65. **Notice** to be given by Parents means (unless the contrary is stated in these BCS Terms and Conditions) written notice addressed to and received by the Head of Marketing and Admissions by the relevant Notice Dates specified in the Admissions Handbook for the current Academic Year. It is recommended that Parents consult with the Admissions Office before giving notice to withdraw a Student
66. **Notice Dates:** Notice Date 1 is no later than May 1<sup>st</sup>, Notice Date 2 is no later than October 1<sup>st</sup> and Notice Date 3 is no later than December 1<sup>st</sup> (or each as revised and updated in the Admissions Handbook and the School's online Parent Portal from time to time). Written notice must be received by the Admissions Office on or before these Notice Dates, and a Withdrawal Form must be completed and submitted to the School. Please note that email notification is preferred.
67. **Notice** must be given in writing by the Notice Dates 1, 2 or 3 whichever is applicable, if the Parents wish to cancel a place which they have accepted at the School, or if Parents wish to withdraw a Student who is enrolled at the School during the Academic Year.
68. **Cancelling Acceptance:** If the Parents cancel their acceptance of a place by the Notice Date required and before the Student was due to commence at the School any Tuition Fee or Facility Fee paid in advance will be refunded. If the Parents cancel their acceptance of a place after the Notice Date required or the Student does not join the School after a place has been accepted and not cancelled, any Tuition Fee or Facility Fee paid in advance will not be refunded. Cases of serious illness or genuine hardship may receive special consideration upon written request.
69. **Re-enrolment:** It is assumed that a Student attending the School, who has fulfilled the relevant criteria, will be returning for the start of the following Academic Year unless written notification of withdrawal is received by the Head of Marketing and Admissions by Notice Date 1.

70. **Failure to provide Notice:** If a Student is withdrawn without providing Notice by the relevant Notice Dates or excluded for more than twenty-eight (28) days for non-payment of Fees, Course Fees will not be refunded in whole or in part. The Application Fee, the Enrolment Fee and the Development Fund are one-time payments. The Facility Fee is an annual payment that is payable with the first instalment of Tuition Fee. The Application Fee is non-refundable and non-transferable in all circumstances. The Enrolment Fee and the Development Fund are non-refundable and also non-transferable except in limited circumstances.
71. **Termination by the School:** The School may terminate the BCS Student Contract by providing written notice sent by ordinary post on or before the applicable Notice Date or at any time in a case involving expulsion or required removal. The School will not terminate the BCS Student Contract without good cause and full consultation with Parents and the Student (if of sufficient maturity and understanding), and would offer the Parents a Board of Governors Review of a decision to terminate an application. Course Fees would be refunded on a pro-rata basis without interest less any outstanding balance of the account if this clause applies.

## I. Fees

72. **Meaning: "Fee" and "Fees"** where used in these BCS Terms and Conditions include each of the following charges, where applicable: Application Fee, Enrolment Fee, Development Fund, Tuition Fee, Facility Fee, fees for extra tuition or special programs; other extras such as, PE uniform and equipment, photographs and other items ordered by the Parent(s)/Guardian(s) or the Student and charges arising in respect of School camps, field trips or excursions, and damage where a Student alone or with others has caused loss or damage to School property or the property of any other person (fair wear and tear excluded), late payment charges if incurred and fees in lieu of notice if timely written notice of withdrawal or cancellation has not been given.
73. **Payment:** The Parent(s)/Guardian(s) undertake to pay the Fees applicable in each Academic Year as set out in the BCS Student Contract. The Course Fees are due in three (3) instalments and payable on or by April 1<sup>st</sup>, September 1<sup>st</sup> and January 10<sup>th</sup>. The payment of other School Fees are due on acceptance or by April 1<sup>st</sup> for returning Students. Fees for any Student commencing after the commencement date of a Term (off-cycle entry) shall be payable immediately. If one or more items on the bill are under query, the balance of the bill must be paid. No Student shall commence at the School until all applicable Fees have been paid by the required times.
74. **Non-refundable and non-transferable Application Fee:** The Application Fee payable for each Student application should accompany the Application Form to apply for enrolment at the School. Returning Students will not be required to pay the Application Fee if they re-apply within twelve (12) months of leaving the School. If the Parent(s)/Guardian(s) wish to change the proposed entry date prior to an offer being made by the School, the Application Fee is valid for a period of twelve (12) months from the date the original application was received by the School. After this it will be necessary to pay the Application Fee again. The Application Fee is non-refundable and non-transferable for any Students who are accepted into the School but later decline or cancel their acceptance. Please refer to the BCS Student Contract for further details.

75. **Non-refundable and non-transferable Enrolment Fee:** Once an offer is made by the School and accepted by the Parent(s)/Guardian(s), the non-refundable and non-transferable Enrolment Fee is payable per Student within fourteen (14) days of the School's fee invoice following the Parent(s)/Guardian(s)' acceptance of an offer of a Course place. Full payment of the Enrolment Fee is required in order to secure the Course place.
76. **Non-refundable and non-transferable Development Fund:** The Development Fund will be invoiced and payable within fourteen (14) days of the School's fee invoice following the Parent(s)/Guardian(s)' acceptance of an offer.
77. **Facility Fee:** The Facility Fee is payable by all students annually and will be due on April 1<sup>st</sup>, together with the Student's first term Tuition Fee or in accordance with clause 73. The Facility Fee is payable in full and is not pro-rated based on the Student's start date.
78. **Goods and Services Tax (GST):** GST at the prevailing rate will be applied to all School Fees and will be reflected on the School's invoice where it applies. The School is registered with the Comptroller of Goods and Services Tax. The School's registration number is 201904884D. The GST rate established as of July 1, 2007 is 7%. The School is required to pass on and adjust Fees and charges for any changes to the GST rate that may be imposed by the Government of Singapore.
79. **Refund/Waiver:** Refund of Fees will only be made in circumstances set out in clause 2.1 and Schedule D of the BCS Student Contract.
80. **Exclusion for Non-Payment:** The right is reserved on written notice to exclude a Student while Fees are unpaid. A Student who has been excluded at any time when Fees are unpaid will be deemed withdrawn without notice twenty-eight (28) days after exclusion. Fees in lieu of notice will be payable in accordance with the "Provisions about Notice" in Section H. Any collection fees or legal fees incurred will be included in the amount due.
81. **Late Payment:** Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 2.0% per month which is a genuine pre-estimate of the cost to the School of a default. Cheques and other instruments delivered at any time after the due date will be presented immediately and will not be considered as payment until cleared.
82. **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only by prior agreement with the Head of Finance. Late payment charges will be applied to any unpaid balance of Fees.
83. **Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents who may be enrolled at the School.
84. **Payment of Fees by a Third Party:** An agreement with a third party (such as a company or grandparent) to pay the Fees or any other sum due to the School does not release the Parent(s)/Guardian(s) from liability if the third party defaults and does not affect the operation of any other of these BCS Terms and Conditions unless an express release has been given in writing, signed by the Head of Finance. The School reserves the right to refuse a payment from a third party. A Letter of Guarantee needs to be completed and authorized by the third party. Parent(s)/Guardian(s) are responsible for keeping the third party informed of all information regarding the Fees and payment conditions. Any refunds for Fees originally paid by a third party will be refunded to that third party unless a written authorized request is received from that third party expressly authorizing in writing that the refund is to be made to a named Parent of the Student or to that Parent's authorized representative.

85. **Instalment Arrangements:** An agreement by the School to accept payment of current and/or past Fees by instalments is set out within the BCS Student Contract Schedule B . Deviation from the Schedule B instalment schedule timelines is discretionary under the authority of the Head of Finance. Any such agreement will require a supplementary instalment agreement to be signed by all relevant parties, including the Head of Finance on behalf of the School. Any supplementary instalment agreement will cease automatically in the event of any default for thirty (30) days or more, upon which the full instalment, as per Schedule B of the BCS Student Contract will be payable forthwith as a debt, with interest to accrue for late payment as per Schedule C of the BCS Student Contract (Miscellaneous Fees).
86. **Scholarships/Financial Aid:** Every scholarship or financial aid or other award or concession is a privilege and is subject to high standards of attendance, diligence and behaviour on the Student's part and to the Parent(s)/Guardian(s) treating the School and its staff reasonably. The terms on which such awards are offered and accepted will be notified to Parent(s)/Guardian(s) at the time of offer. The value of a scholarship shall be deducted from Fees before any financial aid or other concession is calculated or assessed. Late payments of the Fees may disqualify the award.
87. **Fee Increases:** Fees are reviewed annually. The revised Fees for each Academic Year will typically be reviewed in April each year (Review Date) and parents will be notified of the revised Fees from April each year and invoiced by the School accordingly. The payment of the School's invoice setting out such revised Fees shall constitute unequivocal acceptance of the revised Fees by the Parent(s)/Guardian(s). For the avoidance of doubt, as the School operates on a rolling admissions basis throughout the Academic Year, Fees (including Course Fees) advised to Parent(s)/Guardian(s) at the time of application may not reflect actual Fees payable prior to commencement at the School.
88. **Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees. Due to the Fee amounts involved, payment by cash is not accepted and direct bank transfer or cashier's orders should be used in these instances.

## J. Events beyond the control of the Parties

89. **Force Majeure:** An event beyond the reasonable control of the parties to the BCS Student Contract is referred to below as a "**Force Majeure Event**" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
90. **Notification:** If either party to the BCS Student Contract is prevented from or delayed in carrying out its obligations under the BCS Student Contract by a Force Majeure Event, the affected party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
91. **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than ninety (90) days, the affected party who has provided notification under clause 90 above shall notify the other party of the steps to be taken to ensure performance of the BCS Student Contract.

## K. General Contractual Matters

92. **Legal Contract:** The offer of a place and its acceptance by the Parent(s)/Guardian(s) give rise to a legally binding contract on the terms of these BCS Terms and Conditions, in addition to the individual BCS Student Contract entered into between the School, the individual Student and his/her Parent(s)/Guardian(s), for each Academic Year of enrolment whilst attending the School.
93. **Personal Data:** The School collects, uses, discloses, processes, transfers and/or retains personal data concerning Students, Parent(s)/Guardian(s) for all matters connected to the Student's enrolment in the School in accordance with its Data Protection Policy. Parent(s)/Guardian(s) hereby consent to the collection, use and/or disclosure of the Student's and his/her/their personal data in accordance with the terms of the Data Protection Policy.
94. **Change:** The benefit and burden of the BCS Student Contract may be freely assigned, novated or transferred to another party at the discretion of the School. Fee levels will be reviewed each Academic Year and there will be reasonable increases from time to time. Parent(s)/Guardian(s) shall be responsible to make payment of Fees and acknowledge that actual Fees payable by the Parent(s)/Guardian(s) will only be advised to Parent(s)/Guardian(s) prior to the Student's commencement at the School and the Fees payable by the Parent(s)/Guardian(s) may differ from the Fees quoted at the time of enrolment.
95. **Severability:** Whenever possible, each provision of the BCS Student Contract shall be interpreted in such a manner as to be effective and valid under the applicable law. In case any part of the BCS Student Contract shall be declared invalid, illegal, or otherwise unenforceable under the applicable law, the validity or enforceability of any other provision of the BCS Student Contract shall not in any way be affected or impaired thereby and the invalid, illegal or otherwise unenforceable provision shall be severed and deemed deleted from the BCS Student Contract.
96. **Representations:** Our website and other marketing materials describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the School website and other marketing materials are not part of any agreement between the Parent(s)/Guardian(s) and the School. Parent(s)/Guardian(s) wishing to place specific reliance on a matter contained in the School website, other marketing materials or a statement made by a member of staff or a Student during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering the BCS Student Contract.

97. **Confidentiality:** The Parent(s)/Guardian(s)' consent on behalf of themselves and the Student that the School, its officers and staff may obtain, hold, use and communicate, confidential information which, in their sole opinion, is material to the safety and welfare of the Student and others. The Parent(s)/Guardian(s)' consent to the School communicating with any other school which the Student has attended, or currently attends or which the Parent(s)/Guardian(s) propose the Student should attend about any matter concerning the Student or the payment of Fees. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Student may have. The School reserves the right to monitor the Student's email communications and internet use. The confidentiality obligation of the School shall not apply to: (i) any information which becomes generally known to the public; (ii) any information which is, at the time of disclosure, legally in the possession of the School; or (iii) any information which is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or government authority or rules or regulations or policies of any government body.
98. **Interpretation:** These BCS Terms and Conditions will be construed as a whole, and headings (unless required to make sense of the immediate context) are for ease of reading only and are not otherwise part of these BCS Terms and Conditions. Examples given in these BCS Terms and Conditions are by way of illustration only and are not exhaustive.
99. **Jurisdiction:** The BCS Student Contract is governed by Singapore law and the parties submit to the exclusive jurisdiction of the courts of Singapore.

## L. Personal Data Collection Statement

100. **Background:** The School must comply with the Singapore Personal Data Protection Act 2012 ("PDPA") relating to the collection, use, disclosure and security of your personal data. The PDPA recognises your rights to access and correct your personal data held by the School as well as the needs of the School to collect, use and disclose your personal data for the legitimate purposes of the School.
101. **Purpose:** Personal data that is collected about you and your family (including you and your child's identity documents, contact details, date of birth, marital status, medical information and bank information) may be collected, used, disclosed or processed for the following purposes: (1) determining your child's eligibility for enrolment at the School; (2) assessing, monitoring, reporting on student progress; (3) monitoring students' use of ICT to ensure compliance with the School's Acceptable Use Policy; (4) providing online services to the students and parents/legal guardians such as Firefly or bus tracking and monitoring services; (5) responding to your questions and feedback; (6) application to the relevant Singapore authorities for relevant approvals or student passes for enrolment at the School; (7) teaching or activities through School camps, field trips, excursions, concerts and performances, co-curricular activities or inter-school activities; (8) providing academic references or educational history to any third party; (9) billing and finance; (10) supplying goods and services to parents/legal guardians and students which the School or third parties on behalf of the School may offer, including but not limited to transport services, food services, medical services or travel related services; (11) supplying administrative, computer data storage or processing services by the School or a third party service provider either in Singapore or overseas; (12) conducting surveys of parents/legal guardians and students either by the School or a third party on behalf of the School to assess the performance of the School as a whole; (13) safeguarding and promoting the welfare of students, parents and staff of the School; (14) ensuring all

relevant legal obligations of the School, parents/legal guardians, students and staff of the School are complied with; (15) making use of photographs, videos or sound recordings of students in School publications, website or other external media; (16) maintaining relationships with students and parents/legal guardians of the School for fundraising, marketing or promotional purposes by the School and its affiliate organisations; (17) promoting the School and its affiliates such as Camp Asia to existing and prospective families such through post, email or SMS; and (18) all other matters relating to your child's enrolment and education at the School or operation of the School that the School deems necessary or reasonable.

102. **Consent:** You consent to the collection, use and disclosure of your personal information and your child(ren)'s personal information for the purposes set out in clause 101 above.
103. **Access and Correction:** You have the right to request to access and/or correct the personal data held about you and your child(ren) by the School and the School shall respond to such request as soon as reasonably possible. You may contact the School in writing (together with proof of your identity) to confirm whether and how the School has used or disclosed your or your child(ren)'s personal data (up to the last one (1) year before the date of your request), request that any errors or omissions in your or your child's personal data be rectified, request access to the PDPA policies of the School or request that the School makes available information relating to complaints procedures that may arise in relation to PDPA. You may also withdraw your consent to the collection, use, disclosure and processing of your personal data at any time and the School will advise you of the consequences of withdrawing your consent. The School must be able to verify your identity before it can accept any access or correction requests from you and a fee may be charged for such access. The School reserves the right to decline access if the burden or expense of providing access would be unreasonable or disproportionate, if the School is satisfied on reasonable grounds that a correction should not be made or if any of the exemptions under the PDPA are applicable. Written requests for access and correction can be made to the personal data protection co-ordinator of the School at **[dataprotectioncoordinator@brightoncollege.sg](mailto:dataprotectioncoordinator@brightoncollege.sg)**.
104. **Security and Retention:** The School will ensure that your personal data is always secure by implementing appropriate security measures to prevent unauthorised access, collection, use, disclosure, copying or modification of your personal data, in particular when the processing of data involves third parties. The School will only retain your and your child(ren)'s personal data for so long as there is a legitimate business or legal reason for retaining the personal data or if required by any law.