

## Step 04: Terms and Conditions

### Liability

1. The School shall not be responsible to the Students/Parents/Guardians for any personal injury suffered, or damage to or loss of any property belonging to the Student or Parents / Legal Guardians, on School premises or outside School premises whilst in transit to school whether on school bus or otherwise, whilst on School excursions, during recess, or participation in sports, Physical Education and other School activities. Any liability of the school however arising shall be limited to the coverage provided by any relevant school insurance specifically in place at the time of the incident.
2. Students/Parents/Guardians acknowledge that use of the school bus is entirely at Parents' and Students' own risk. School bus services are provided by an outsourced provider. The School shall not be liable for any actions of the School Bus provider, its employees or related companies and persons. Any liability of the School however arising shall be limited to the coverage provided by any relevant school insurances (if applicable in the circumstances which gave rise to the claim) in place at the time of the incident.

### Use of offsite facilities for Outdoor Play, Physical Education, Sports and ECA's

1. Students/Parents/Guardians expressly consent to the Student's participation in school excursions, sports, Physical Education, outdoor play during recess and other school activities.
2. Students/Parents/Guardians acknowledge that the outdoor play area is a public space which is outside the confines of the school campus.
3. Students/Parents/Guardians acknowledge that from time to time for excursions, sports, ECA's, Physical Education that students will go offsite, and activities will take place outside of the school campus in public areas around the Bukit Merah area.

In particular, the following external public facilities are used (but these may change from time to time):

- a. Public Badminton Court at Outdoor Basketball Court, Block 81 Jalan Bukit Merah;
  - b. Public Basketball Court at Outdoor Basketball Court, Block 81 Jalan Bukit Merah;
  - c. Swimming pool at Sports Lifestyle Center at 3500A Bukit Merah Central, Singapore 159837;
  - d. Football field at Sports Lifestyle Center at 3500A Bukit Merah Central, Singapore 159837;
  - e. The public gardens at Connection One
4. Students/Parents/Guardians expressly consent to students going off site and fully indemnify the school for all and any liability or eventuality which may occur whilst offsite.

### Student Conduct

1. Students/Parents/Guardians hereby confirm that they accept the authority of the School's principal and of other members of staff acting on the School's principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Student and the school community as a whole.

2. The School's behavior policy, which is current at the time applies to all Students when they are on school premises or in the care of the School, or otherwise representing or associated with the School. These policies may undergo reasonable change from time to time.
3. Students/Parents/Guardians acknowledge that behavior policies may require a Student to undertake certain tasks (such as cleaning classrooms, cleaning desks and walls which have been defaced or written on for example), withdrawal of privileges, suspension, or being expelled. Suspension or expulsion is within the sole discretion of the School Principal (following consensus reached with the Academic Board in the event of expulsion only) and is not subject to appeal or review and there shall be no refund of fees.
4. Students are also required to uphold the good name and reputation of the school online and offline. Any disparaging or negative comments made by the student (or which in the opinion of the school has been made by the student or a party related to the student, or a pseudonym ) which may bring the school, students or its officers into disrepute or which may defame the school, its officers, students, or from which a negative inference may be drawn about the school, its officers or students, will result in expulsion of the student. The school also reserves its right to claim damages for any defamatory comments or loss of reputation caused.

### **Parent Conduct**

1. Parents/ Guardians are also required to uphold the good name and reputation of the school online and offline. Any disparaging or negative comments made by the Parent (or which in the opinion of the school has been made by the Parent/Guardian or a party related to the Parent/Guardian) which may bring the school, students or its officers into disrepute or which may defame the school, or its officers, student, or from which a negative inference may be drawn about the school, its officers and students, will result in immediate expulsion of the student. The school also reserves its right to claim damages for any defamatory comments or loss of reputation caused.

### **Procedural Fairness**

1. Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Student in any of the circumstances shall be carried out in a fair and unbiased manner. 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 was acquired during an investigation or which lead to disciplinary action being taken.

### **Expulsion**

1. A Student may be formally expelled from the School if on the balance of probabilities that the Student has committed a grave breach of school discipline or a criminal offense or has threatened or endangered the life or security of other students and staff or members of the school community. Consistent and unremedied bullying will also constitute grounds for expulsion. Expulsion is reserved for the most serious breaches and the grounds for expulsion are not limited and will be adapted depending on the circumstances and severity of the conduct. The School's principal shall act with procedural fairness in all such cases and will be required to obtain the consensus of the Academic Board before expulsion. In the event of expulsion there will be no appeal and no refund of fees.

### **Withdraw Initiated by the School**

1. Parents may be required, during or at the end of a school year to remove the Student, temporarily or permanently from the School, if, after consultation with a Student and/or Parent/Guardian, the School's principal is of the opinion that by reason of the Student's conduct or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School. The School's principal shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and Parents as well as those of the School. The Principal's decision is final. There will be no appeal and no refund of fees.

### **Withdraw Initiated by the School**

1. Where Parents want to withdraw their child from a course or from the school bus after course commencement, the withdrawal notice must be submitted using the school Withdrawal Form, **30 days BEFORE the due date of the next fees installment is due for payment**. In the event that notice is given less than **30 days BEFORE the due date of the next fees installment**, the full installment will become due owing and payable, and the amount invoiced will need to be paid.

For ease of reference below are the required withdrawal notification periods for course and bus fees:

<b>INSTALLMENT 1</b>	<b>Refer to Schedule B of the Student Contract</b>
<b>INSTALLMENT 2</b>	<b>WITHDRAWAL NOTICE FROM SCHOOL AND/OR BUS TO BE RECEIVED BY NO LATER THAN 30 days BEFORE the due date for payment of Installment 2</b> failing which full amount for <b>Installment 2</b> (for tuition and bus fees) shall be invoiced and paid
<b>INSTALLMENT 3</b>	<b>WITHDRAWAL NOTICE FROM SCHOOL AND/OR BUS TO BE RECEIVED BY NO LATER THAN 30 days BEFORE the due date for payment of installment 3</b> failing which full amount for <b>Installment 3</b> (for tuition and bus fees) shall be invoiced and paid
<b>INSTALLMENT 4</b>	<b>WITHDRAWAL NOTICE FROM SCHOOL AND/OR BUS TO BE RECEIVED BY NO LATER THAN 30 days BEFORE the due date for payment of Installment 4</b> failing which full amount for <b>Installment 4</b> (for tuition and bus fees) shall be invoiced and paid
<b>INSTALLMENT 5</b>	<b>WITHDRAWAL NOTICE FROM SCHOOL AND/OR BUS TO BE RECEIVED BY NO LATER THAN 30 days BEFORE the due date for payment of installment 5</b> failing which full amount for <b>Installment 5</b> (for tuition and bus fees) shall be invoiced and paid
<b>INSTALLMENT 6</b>	<b>WITHDRAWAL NOTICE FROM SCHOOL AND/OR BUS TO BE RECEIVED BY NO LATER THAN 30 days BEFORE the due date for payment of installment 6</b> failing which full amount for <b>Installment 6</b> (for tuition and bus fees) shall be invoiced and paid

### **Discontinuation of Enrolment due to late payment of fees**

1. After the course commencement, in the event of late payment of fees exceeding 7 days after the due date set out in the Installment Schedule and in Schedule B of the Student Contract, the School is NOT obligated to hold a place open for the student. The school has the right to give the student place away to any existing candidate listed on the waiting list and to discontinue the student's enrolment. This is in addition to the school's right to claim for unpaid fees which are

due owing and payable as per the Installment due date and any interest or administration charges which may accrue on the amounts outstanding.

### **Personal Data**

1. The School collects, uses, discloses, processes, transfers and/or retains personal data concerning Students, Parents / Guardians for all matters connected to the Student's enrolment in the School. Parents / Guardians hereby consent to the collection, use and/or disclosure of the Student's and their personal data for the purposes of onboarding the student and for ongoing provision of educational services.

### **Force Majeure**

1. Force Majeure is an event beyond the reasonable control of the School and is referred to below as a "Force Majeure Event" and shall include but be limited to such events as an act of Government, 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 or any event or circumstance beyond the reasonable control of the School. If the School is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, the School shall immediately notify the Parent/Guardian in writing and shall be excused from performing its obligations under this Student Contract while the Force Majeure Event continues.

### **Correct Student Details and Obligation to keep school fully informed of Immigration Status**

1. It is imperative that the parent provides to the school correct and current details of the enrolled child with respect to Nationality, Immigration Status, Immigration card number and expiry date, passport number and passport expiry date. In case of any changes to any of these details of the child enrolled with the School, the parent will inform the school immediately and update the current immigration status of the student via email to [admissions@kbh.edu.sg](mailto:admissions@kbh.edu.sg). The Parent fully indemnifies the school from any liability which may arise from the Government or other authorities if the Parent does not immediately inform the school of a change in immigration status of the student.