

UWCSEA Standard Terms and Conditions

June 2018

1. THE COLLEGE

- 1.1. **The College:** The College is the United World College of South East Asia (UWCSEA) which includes the High School, Middle School, Junior School and Infant School at both the Dover and East Campuses in Singapore acting by the Governing Body as now or in the future constituted. For the purposes of the Application Fee, Enrolment Fee, Tuition Fees and any other related issues, the two campuses are treated as separate entities.
- 1.2. **The Head:** The Head is the person appointed by the College to be responsible for the students and includes those to whom any of the duties of the Head have been delegated including members of the leadership teams of the respective campuses and of the College.
- 1.3. **The Parents:** The parents are those who have parental responsibility for the student and the Third Party referred to in Section 4.5 of these Standard Terms and Conditions jointly and severally. Parents are expected to give their support to the aims of the College and to uphold and promote its good name; to continue the student's education at home and to ensure that the student maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress code.
- 1.4. **Aim of the College:** The aim of the College is to encourage its students, through international education, shared experience and community service, to become responsible citizens, to be politically and environmentally aware, committed to the ideals of peace, justice, understanding and cooperation, and to implement these ideals through action and personal example. The College is committed to high standards of teaching and care and welcomes parental contact. The College provides an environment in which students are encouraged to participate in work and activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.
- 1.5. **Changes at the College:** A successful school must initiate and respond to change. The acceptance of a place by the parents is given on the basis that, in the interests of the College as a whole, reasonable changes may be made from time to time, to these Standard Terms and Conditions, to the size and location of the College and its campuses, to its premises and facilities, to the academic and activities curriculum, to the structure and composition of classes and the way the College is run, to the rules and disciplinary framework, to the length of the school terms and the school day and to any other aspect of the College.
- 1.6. **The Standard Terms and Conditions:** Any waiver is effective only if given in writing by the Head personally. The Fees Schedule and the College Policies as varied from time to time, are part of these Standard Terms and Conditions.

2. CARE, ATTENDANCE AND GOOD DISCIPLINE

- 2.1. **Parents' Authority:** The parents authorise the Head to take and/or authorise all decisions that safeguard and promote the student's welfare. Parents give consent to such physical contact as the College may deem necessary for teaching and for providing comfort to a student in distress or to maintain safety and good order or in connection with the student's health. The Head may also 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. All such expenses incurred will be for the parents' account.
- 2.2. **Conduct:** The College attaches importance to courtesy, integrity, manners and good discipline. Parents will use their best endeavours to encourage the student to be punctual, work hard, behave properly, to comply with the College's Policies and to support its ethos and values.

2.3. Attendance:

- 2.3.1. Parents will use their best endeavours to encourage the student to take part in the activities of the College, to attend each school day (unless prevented by fever, infectious diseases or other sickness). Parents agree to ensure that the student will not attend school if the student shows symptoms of an infectious disease.
- 2.3.2. Students will be required to maintain a satisfactory, minimum attendance over any given period. Failure to do so without authorisation may result in the student being asked to leave the College without refund of fees.

2.4. **Declaration of student's health:** Parents must declare all significant medical, behavioural, psychological and emotional problems, which might affect the student's health and/or ability to learn. Parents must inform the College in writing if the student develops any known medical condition, health problem or allergy or will be unable to take part in games, activities or expeditions or has been in contact with infectious diseases. Students, when entering the College's campuses, or where their health is giving cause for concern, may be required to have a medical or psychological examination.

2.5. **Student Safeguarding:** UWCSEA is committed to safeguarding and protecting students from harm. Safeguarding is everyone's responsibility and includes the process of protecting students from abuse and neglect, preventing risk of harm to children's health or development and ensuring children grow up with safe and supportive care.

2.6. **The student's participation in the Learning Programme:** Students are expected to participate in all aspects of the Learning Programme.

2.7. **Parents assumption of risk:** Parents agree that the student in so participating does so at the student's own risk and that the College shall not be liable or responsible for any accident or personal injury sustained or suffered by the student or any damage to property however caused while the student is participating in College expeditions or any other College related activity. Parents further agree to indemnify the College from all claims whatsoever and howsoever caused, sustained or suffered by the student whilst participating in College expeditions or any other College related activity. Parents acknowledge that students will work with both College staff and external service providers as well as volunteers when participating in College expeditions and other College related activities.

2.8. **Power of the Head:** The Head's powers include: the imposition of sanctions including exclusion for non-payment of fees, suspension during investigation or following a breach of College discipline, and removal or expulsion as provided in these Standard Terms and Conditions. The Head is not responsible for a student who is absent from the College or in breach of school discipline or present on campus for reasons other than for College-related activities. It is a condition of remaining at the College that parents and the student accept College Policies.

3. ADMISSION TO THE COLLEGE

- 3.1. **Timing of applications:** Applications for entry in any given academic year will be accepted no more than twelve months before the commencement of that academic year. The College will nominate an opening date for applications for each academic year.
- 3.2. **Registration:** Students will be registered as applicants for entry into the College for the forthcoming academic year when a fully completed Application Form, all supporting documentation and the Application Fee are submitted to the Admissions Department on or after the opening date referred to in Clause 3.1.

- 3.3. Application Fee:** The Application Fee as set out in the Fee Schedule must be paid in order to register an application for any given academic year. The fee is non-refundable whether or not the student is admitted to the College in that academic year and a new fee must be paid for any subsequent application as referred to in Clause 3.5.
- 3.4. Entry to the College:** Entry to the College will be subject to the availability of a place and the student meeting the entrance criteria and otherwise satisfying the admission requirements applicable at the time. In all cases concerning the availability of a place, entry criteria and assessments, the decision of the Director of Admissions with regard to admission to the College is final.
- 3.5. Unsuccessful applicants:** Where an applicant does not gain admission in the academic year applied for, the application will close. Parents of applicants who had unsuccessfully applied to any grade up to and including Grade 10 may re-apply for entry in a later academic year by re-submission of an online Application Form and Application Fee when applications for the new academic year opens.
- 3.6. Entrance criteria:** Parents accept that entry is subject, amongst other matters, to entrance criteria and that the student may be asked to take a test or to be interviewed in order to ascertain whether the entrance criteria have been met, including testing for the students English language proficiency, learning support needs and/or academic level. Parents agree that responses in all testing must be solely those of the student. If it subsequently becomes apparent that this has not been the case, it will lead to the withdrawal of the offer of a place or removal from the College.
- 3.7. Communication during the admissions process:** Unless parents request in writing otherwise, written communication during the admissions process will be by email to the parent designated as the Principal Contact in the application form. Parents acknowledge that it is their responsibility to inform the Admissions Department of any changes to their contact details.
- 3.8. Deadlines in the admissions process:** There will be times in the admissions process when parents are asked to respond to the Department by a specified deadline. Parents acknowledge that failure to respond, or a late response, may result in an offer lapsing and/or the closing of the application.
- 3.9. Offer and acceptance of a place by payment of Acceptance Fees:** If, in due course, a place is offered, parents must submit a signed Confirmation of Acceptance and payment of the Acceptance Fees by the date set out in the offer documents ('the offer deadline'). Where an offer has not been accepted by the offer deadline, the offer will be regarded as lapsed and the place may be offered to another family.
- 3.10. Acceptance Fees:** The Acceptance Fees for Day Students comprise the Enrolment Fee plus the Tuition Fees and Development Levy (the latter two hereinafter referred to as the 'Term Fees') for the first term the student will be in attendance. The Acceptance Fees for Boarders includes the Term's Boarding Fees.
- 3.11. Acceptance Fees for offers made to commence after the start of Term:** If a place is offered after the commencement of Term, the Acceptance Fees will comprise the Enrolment Fee, the prorated Term Fees (including the Boarding Fee in the case of a Boarder) payable for the term that has commenced, and the Term Fees (including the Boarding Fee in the case of a Boarder) for the following term.
- 3.12. Prorated fees:** Where a student joins part way through an academic term, the Term fees (including the Boarding fees in the case of a Boarder) will be prorated across the full academic year and not across the term of entry.
- 3.13. Forfeiture of fees upon cancellation of acceptance:** The Acceptance Fees, as described in Clauses 3.10, 3.11 and will be

immediately forfeited where, for any reason, acceptance of a place is cancelled by the parents or enrolment is cancelled, or an offer is withdrawn, by the College, before the student commences at the College. The College shall have the sole discretion to consider cases of serious illness or genuine hardship on written request by the parents.

- 3.14. Increase in fees prior to commencement:** Where there is an increase in Term Fees in between the time parents sign a Confirmation of Acceptance and the student starting at the College, the increase will be invoiced separately prior to the student starting at the College.
- 3.15. Moving between campuses:** Campus transfers will not be possible except, in the case of the IB Diploma, where a subject is offered at one campus and not at the other and where that subject can be shown to be essential for a student's further education pathways. Requests will be reviewed by the Director of Admissions, in consultation with members of academic staff and university advisers, as appropriate. The decision of the Director of Admissions will be final. This Clause shall supersede any rights to apply for a transfer that may have been accorded to those who were enrolled at the College as at August 2013.

4. FEES AND EXTRAS

- 4.1. Term Fees:** Term Fees comprise one third of the total Tuition Fees and Development Levy payable for each academic year. Parents acknowledge that these fees are payable regardless of the respective length of each term and where students are not attending formal classes, including during the examination terms in Grades 10 and 12.
- 4.2. Payment of Term Fees:** Each Term's Fees shall be paid prior to the start of the previous term and such fees are not refundable in whole or in part except as set out in Clause 5.3. Parents undertake to pay these fees by the due date as set out in the fee schedule.
- 4.3. Items not covered in Tuition Fees:** Tuition Fees cover the expenses for each of the College's Education Programmes, with the exception of the Outdoor Education Programme. Expenses incurred by the College or the student for expeditions under the Outdoor Education Programme or for other trips or other curriculum related activities not covered under Tuition Fees will be charged as extras. Details of fees and extras are set out in the fees schedule as varied from time to time. Loss or damage caused by a student may be separately invoiced and must be paid as an extra. All students in Grade 6 to 12 are required to have a College-approved laptop to support their learning.
- 4.4. Payment of examination fees:** Parents agree to pay for the cost of any external examination entry fees for those examinations in which a student is entered.
- 4.5. Increase in fees:** Parents acknowledge that fee levels will be reviewed each year and there will be increases from time to time which the parents undertake to pay.
- 4.6. Automatic withdrawal upon non-payment of fees:** A student will be deemed withdrawn from the College without notice if fees for the following term remain unpaid by the Withdrawal Deadline referred to in Section 5.
- 4.7. Right to exclude:** The College reserves the right to exclude any student for whom any part of the Term Fees are unpaid.
- 4.8. Fees paid for a partially completed term are non-refundable:** Fees will not be refunded or waived for a term that a student has commenced but not completed for any reason including absence through sickness; or if a term is shortened or a vacation extended; or if a student is released home after public examinations or otherwise before the scheduled end of term.
- 4.9. Responsibility for payment:** Fees are the joint and several responsibility of each person who has signed the Confirmation

of Acceptance or who has parental responsibility for the student or has paid any fees or has returned the student to the College or given instructions in relation to the student. The College may withhold any information or property while fees are unpaid.

4.10. Payment of fees by a Third Party: An agreement with a Third Party to pay the fees or any other sum due to the College does not release parents from any liability under these Standard Terms and Conditions unless an express release has been given in writing by the College and signed by the Head. The College reserves the right to refuse a payment from a Third Party.

4.11. Late payment: The College has the right to impose late payment charges, including all related administration and legal costs, for invoices not paid by the due date. The amount outstanding, the late charges, and all related costs are payable by the parents. Cheques delivered to the College after the due date will not be considered as payment until the cheques are cleared. Any sum tendered that is less than the sum due and owing may in any event be accepted by the College as part payment of the amount outstanding.

5. NOTICE OF WITHDRAWAL

5.1. Withdrawal from the College: Notice must be given in the prescribed form before a student is withdrawn from the College. Provided the fees for the following term have been paid in full both parents' consent will be required before a student will be withdrawn.

5.2. Withdrawal deadline: The withdrawal deadline for each term is the date published in the Fee Schedule for each academic year by which notice of withdrawal must be received, in the prescribed form, for students leaving at the end of that term (the 'Withdrawal Deadline') in order to secure a refund of fees paid for the following term as provided for in Clause 5.3.

5.3. Refund of Term Fees: Except as provided in Clauses 5.5, 8.4 and 8.5, if notice is submitted in the prescribed form on or before the published dates of notification for the student's final term at the College, the fees paid for the following term will be refunded less any debts owed as at the student's last day at the College.

5.4. Forfeiture of Term Fees: If notice is given after the published dates of notification, all fees paid will be retained by the College.

5.5. Forfeiture of fees upon withdrawal from the IB Diploma Programme: Parents agree that, in the case of students following the IB Diploma Programme, withdrawal from the course up to the end of the second term, even with the requisite period of notice, will result in forfeiture of all fees paid to those dates, including the Boarding Fee in the case of boarders, and any unpaid fees will be payable as a debt at the rate applicable.

5.6. Prescribed form of Withdrawal Notice: Notice of withdrawal must be submitted by parents using the online withdrawal form accessed via the parent portal of the College website on or before the publicised date of notification for withdrawal. No other form of notice, written or verbal, will be deemed to constitute effective notice for the purposes of these Standard Terms and Conditions.

6. SUSPENSION AND EXPULSION OF A STUDENT

6.1. Suspension: A student may be temporarily excluded from attending the College, including College related activities held on or off campus, at any time, without refund of fees, if, in the opinion of the Head:

- 6.1.1. the conduct or progress of the student has been unsatisfactory
- 6.1.2. the student is unwilling or unable to benefit from the educational opportunities offered; or
- 6.1.3. a parent has treated the College or members of its staff unreasonably.

6.2. Expulsion: A student may be expelled at any time without refund of fees, if in the opinion of the Head:

- 6.2.1. the student's conduct, whether on or off College premises or in or out of term time, has been prejudicial to good order or school discipline or to the reputation of the College
- 6.2.2. the student is unwilling or unable to benefit from the educational opportunities offered; or
- 6.2.3. a parent has treated the College or members of its staff unreasonably.

6.3. Discretion of Head: The decision to exclude, suspend or expel a student and the manner and form of any announcement shall be at the sole discretion of the Head. In no circumstances shall the College or its staff be required to divulge to parents or others any confidential information or the identities of students or others who have given information which the Head has acquired during an investigation and which has led to the suspension, or the requirement to remove the student.

6.4. Access: A student who has been withdrawn, excluded, suspended, removed or expelled from the College has no right to enter College premises without the written permission of the Head. Similarly, a parent whose child has been asked to leave under Clause 6.1.3 will have no right to enter the College premises without the written permission of the Head

7. RESIDENCY REQUIREMENTS

7.1. Day students: Day students MUST reside with one or both parents in a permanent residential situation in Singapore, except as provided in Clause 7.4.

7.2. 'A permanent residential situation': This will be interpreted to mean that at least one parent must be present and living with the student for at least 90% of term time (including weekends).

7.3. Proof of Residency: Parents who are not Singapore Citizens or Permanent Residents and who do not hold Employment/ Dependent passes must produce a copy of their Long Term Social Visit Pass in addition to any other proof of residency as the College may require.

7.4. Temporary absence of parents: The College acknowledges that under exceptional circumstances, parents might be temporarily absent from Singapore. For parental absence of between one and five days, the College requires, in writing, the name, address and telephone number for 24-hour contact of the adult to whom parental responsibility has been delegated. Parental absence of more than five days requires prior approval by the relevant School Principal. The College will not accept the delegation of parental responsibility to a domestic helper or to a person under the age of 25. The School Principal has the discretion whether or not to approve the circumstances of parental absence.

7.5. Breach of residency requirements: If parents are found to be in breach of the College Residency Requirements, the student may be offered a space in boarding if available and appropriate, for students in Grades 8 and above, or asked to withdraw from the College by the School Principal without refund of fees.

7.6. Residency requirements: Where it becomes apparent after a place has been offered to an applicant, that the Residency Requirements will not be met, the offer may be withdrawn or acceptance cancelled by the Director of Admissions without refund of fees.

7.7. College-supported guardianship: If, after starting High School, a student requires boarding and there are no spaces available, the parents may apply for permission for the student to reside with a guardian. This is discretionary, and approval must be given by the School Principal and Head of Campus. Such approval may require the student to take up a boarding space as soon as one is available.

8. BOARDING

- 8.1. Acceptance of a boarding place:** Upon acceptance of a boarding place, the first term Boarding Fees will be payable in addition to the Acceptance Fees. Details of the Boarding Fee are set out in the Fees Schedule and varied from time to time.
- 8.2. Cancellation of a boarding place:** where the boarding place is cancelled by parents, or by the College, for whatever reason, before the student commences as a boarder:
- 8.2.1. the Boarding Fee will be forfeited
- 8.2.2. the student will be permitted to enrol as a Day Student only upon the approval of the Director of Admissions
- 8.3. Duration of boarding:** Parents of boarding students agree that the commitment to boarding is for a full academic year and acknowledge that they will be required to pay the full year's Boarding Fees whether or not the student completes the academic year as a boarder.
- 8.4. Early termination of boarding:** If a student leaves boarding after one or two terms, for whatever reason, all Boarding Fees paid to that date will be retained by the College, whether or not notice of leaving is given, and the balance of Boarding Fees payable for that academic year will become immediately payable. In cases where a student transfers to day status before the completion of the academic year, the student will be deemed withdrawn from the College in accordance with Clause 4.7 if the balance of Boarding Fees remains unpaid 28 days after the commencement of the new academic term.
- 8.5. Boarders transferring to day status:** A boarding student may transfer to day status at the end of an academic year. In such cases, the Term 1 Boarding Fee will be fully refunded, less any debts owed to the College, provided that:
- 8.5.1. the College's residency requirements as set out in Clause 7 will be met and
- 8.5.2. written notification of the change of status is received by the Admissions Department on or before the April Withdrawal Deadline.
- 8.5.3. In any other case, all fees paid to date will be retained by the College regardless of the period of notice given.
- 8.6. Exclusion from boarding house and day status:** The Head may at any time require the removal of the student, temporarily or permanently, from boarding in any of the circumstances described in Clause 6.1 or 6.2 above. In that event, there will be no refund of fees for the balance of that term.
- 8.7. Travel arrangements:** The College may charge all administration and other expenses including staff supervision expenses where the College has to make travel or other arrangements for a boarding student before, during or at the end of a term.
- 8.8.** The Term Fees for a boarding student includes the Boarding Fees.

9. IMMIGRATION

- 9.1. Requirement to hold a valid pass:** Parents are responsible for ensuring that upon entry to the College and for as long as the student attends the College, the student holds a pass (or exemption) from the Immigration and Checkpoint Authority (ICA) that allows them to study full time in Singapore (a 'valid pass'). A social visit pass does not constitute a valid pass for these purposes.
- 9.2. Copy of passes to be submitted to the College:** The College must hold a copy of the valid pass for the purpose of meeting Government reporting requirements. Parents must ensure a copy of their child's pass is submitted to the College upon issue by the ICA.

- 9.3. Exclusion without a valid pass:** Students who are not able to produce a copy of a valid pass will not be permitted to commence or continue to attend school, or to represent the College in sporting or other activities, until such time as a valid pass, or an In Principle Approval for such pass, or exemption, is produced. Where this results in the prolonged absence of the student, their enrolment may be cancelled with fees paid to date forfeited.

10. NATIONALITY AND CITIZENSHIP

- 10.1. Disclosure of nationality:** Parents undertake to make full disclosure as to the nationality/citizenship of all applicants—including dual or multiple nationality. Specifically, any applicant who holds Singapore citizenship, either by birth or registration, must declare this fully at the time of the application.
- 10.2. Singapore citizens**
- 10.2.1. Singapore Citizens holding dual citizenship may not make an application based on their non-Singaporean citizenship. Successful applicants, who hold Singapore citizenship, will only be able to take up their place at the College after the Ministry of Education has issued a waiver. The College will apply for this on behalf of the applicant.
- 10.2.2. Parents must inform the College where an application for Singapore Citizenship is in process at the time an application is made for their child to join the College or at any time during the admissions process.
- 10.2.3. Failure to disclose that an applicant is a Singaporean Citizen or has an application for Singaporean Citizenship in process at any point during the admissions process, will result in the application being closed or enrolment cancelled, without refund of any fees paid.

11. GENERAL CONDITIONS

- 11.1. Leaving school premises:** All students must observe College policy in relation to leaving school premises.
- 11.2. Liability and insurances:** The College shall not be held liable for accidental injury or loss of property. The College is not responsible for the students' personal property in College campuses or on the way to or from the College or on any College sponsored activity away from the College. The College is not the agent of the parents for any purpose related to insurance.
- 11.3. Students' personal property:** Students are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name.
- 11.4. Concerns/complaints:** Parents who have cause for serious concern as to matters of safety, care or quality of education must inform the College.
- 11.5. Progress reports:** The College monitors each student's progress and parents will receive regular feedback in accordance with College policy.
- 11.6. Learning difficulties:** Where a member of staff has a concern about the progress of a student they will arrange for an assessment to see whether learning support is needed. If it appears that further assessment by an educational psychologist is advisable or the student is falling behind with studies, parents will be notified. The parents agree that further assessments may be arranged by the College or the parents and at the parents' expense. The parents acknowledge that our staff are not qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties. Parents will be asked to withdraw the student without being charged fees in lieu of notice if the Head considers, at his sole

discretion, that the College cannot provide adequately for a student's educational needs.

- 11.7. Withholding information:** If it subsequently becomes apparent after admission that any information regarding learning support or special needs has been withheld, or falsified, during the application process, it will lead to the immediate removal of the student from the College without refund of any fees.
- 11.8. Medical:** The Head may at any time require a medical opinion or certificate as to the student's general health or require the student to give a biological sample under medical supervision to test for the use of illegal drugs or other substances damaging to health. A record of such sample will not form part of the student's permanent medical record.
- 11.9. Confidentiality:** The parents consent on behalf of themselves and the student that the College, its officers and staff may obtain, hold, use and communicate, on a 'need-to-know' basis, confidential information which, in the opinion of the College, is material to the safety and welfare of the student and others. The parents consent to the College communicating with any other school which the student has attended, or currently attends or which a parent proposes the student should attend about any matter concerning the student or about payment of fees, whether or not the information being passed on is also held in machine readable form. Parents consent to the College using the students' work, photographs or other material for purposes such as publicising the College and its students' achievements.
- 11.10. Confidentiality exclusions:** Parents acknowledge that the College is not obliged to keep confidential any information which:
- (a) is or becomes generally known to the public
 - (b) is, at the time of disclosure, legally in the possession of the College; or
 - (c) is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent government authority or rules or regulations or policies of any relevant regulatory body.
- 11.11. Examinations, reports and references:** The College will enter a student's name for an examination if the Head is satisfied that such is in the best interests of the student. 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 without liability on the part of the College. Where parents are separated or divorced, reports and other information will be made available to both parents at their requests unless certified true copies of court orders prohibiting the same are produced to the College.
- 11.12. Intellectual property:** The College reserves all rights and interests in any intellectual property rights arising as a result of the actions of a student in conjunction with any member of staff of the College and/or other pupils at the College for a purpose associated with the College. Any use of any such intellectual property rights by a student is subject to the consent of the College upon terms and conditions acceptable by the College. The College may, at its discretion, allow the student's role in creation/development of intellectual property rights to be acknowledged.
- 11.13. The use of videos, photographs and images:** Parents agree to the College using students' work, photographs and video footage of the student and other material for purposes such as publicising the College and its students' accomplishments to internal and external audiences, including in print and online, including on social media.
- 11.14. Marketing and promotional activities:** The College's marketing material, including but not limited to the College website, brochures and open days describe the broad principles on which the College is presently run and give an indication of our approach,

ethos and curriculum content. The information provided is not intended to be legally binding and does not form part of any agreement between the parents and the College.

- 11.15. Data protection:** The College Data Protection Policy sets out how the College collects and uses personal data about students and their parents or legal guardians, so that the College can provide services necessary to each student's education and appropriate to parents' and guardians' membership of the College community. The policy is written in accordance with the Singapore Personal Data Protection Act (2012). The College's Data Protection Policy is available on the College website and may be amended from time to time. Parents and appointed legal guardians agree to the College using their own and their child(ren)'s data in accordance with the stated policy.
- 11.16. Limitation of liability:** The limit of the College's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to the parents or student howsoever incurred, for any and all claims, shall not in the aggregate exceed the fees collected by the College from the respective parents.
- 11.17. Entire agreement:** These Standard Terms and Conditions and the application form signed by the parents supersede any other prior agreements, either oral or in writing, between the parents and the College. The parents acknowledge that no representation, inducements, promises or agreements, orally or otherwise, have been made by any officers or staff of the College, which are not embodied herein.
- 11.18. Partial invalidity:** If any Standard Term or Condition is being held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force, without being impaired or invalidated in any way.
- 11.19. Governing law:** These Standard Terms and Conditions shall be governed and construed in accordance with the laws of the Republic of Singapore. The College and the parents hereby submit to the non-exclusive jurisdiction of the courts of Singapore.
- 11.20. Counterparts:** This application may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.
- 11.21. Interpretation:** Headings are for ease of reading only and are not otherwise part of the Standard Terms and Conditions.

12. FORCE MAJEURE

- 12.1. Release from obligations affected by Force Majeure:** If by reason of Force Majeure (hereafter defined) the College is rendered unable wholly or in part to perform its obligations, then upon notice in writing of such Force Majeure to the parents as soon as reasonably practicable after the occurrence of the cause relied on, the College shall be released from such obligations to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist.
- 12.2. 'Force Majeure' herein means any of the following events:**
- a) war, invasion, rebellion, revolution, insurrection or civil war;
 - b) act of Government;
 - c) earthquakes, fire, lightning, storms, floods or any other occurrence caused by the operation of the forces of nature;
 - d) strikes, lockouts, boycotts or labour disputes;
 - e) terrorism, sabotage or arson;
 - f) epidemic or infectious disease;
 - or g) any other event similar to any of the foregoing or any other event beyond the control of the College.

This version issued in June 2018 supersedes all previous versions.