



COMPLETE TERMS AND CONDITIONS

1. Introduction

a) **Terms and conditions:** The terms and conditions herein are to be read together with:-

- i. the Letter of Offer issued by the College, the Acceptance Form executed by the Parents and the terms and conditions therein;
- ii. the Admissions Joining Form executed by the Parents and the terms and conditions therein;
- iii. the Fee list;
- iv. the Data Protection and Use of Images Policies
- v. the Information Technology and Communication, e-mail and Internet Policies; and
- vi. all the notices, advisories, rules, guidelines, procedures and policies issued by the College from time to time;

(collectively referred to hereinafter as "Complete Terms and Conditions").

The Complete Terms and Conditions form the legally binding contract between the Parents and the College for the provision of educational, boarding and other services to the Pupil. The Complete Terms and Conditions are intended to promote the education and welfare of Pupils and the stability, forward-planning, proper resourcing and development of the College.

Parents are requested to read the Complete Terms and Conditions carefully, together with the Pupil, before they accept the offer of a place at the College.

AMENDMENTS TO THE COMPLETE TERMS AND CONDITIONS: Parents also acknowledge and agree that the Complete Terms and Conditions will be amended from time to time by the College, at the College's sole and absolute discretion, and Parents agree that they and the Pupils shall be automatically bound by each and every such amendment whenever made. The Parents and Pupils accept that the version of the Complete Terms and Conditions posted on the College website at any given time, will automatically be binding on them notwithstanding that the same is amended from time to time.

b) **Parents' obligations:** Parents are legally responsible, jointly and severally, for complying with their obligations under the Complete Terms and Conditions. Fees payable by a third party (for

example, an employer, grandparent, step-parent or third party credit provider) will be subject to a separate agreement between the College, the Parents and the third party, but does not in any way excuse the Parents' liability for the Fees.

- c) **Immigration:** Parents shall appoint a legal guardian or an education guardian acceptable to the College who resides in Peninsular Malaysia should Parents not be residing in Peninsular Malaysia during the course of the Pupil's study at the College. The Parents shall appoint the legal guardian or education guardian at the time of enrolment and provide the College with the name and all contact details, and must notify the College immediately of any changes whatsoever.

It shall be the Parents' responsibility at all times to ensure that the Pupil has the appropriate immigration permission to live in Malaysia and to study at the College and the Parents shall provide the College with and permit the College to retain, copies of all immigration documentation of the Pupil and such other documentation that may be required to be kept by the College in order to comply with Immigration Department of Malaysia requirements.

2. Terminology

College or We or Us: means Epsom College in Malaysia as now or in the future constituted (and any successor).

Governors or Governing Body: means the Board of Governors of the College who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the College.

Headmaster: means the headmaster of the College as appointed by the Governors. The Headmaster is responsible for the day-to-day running of the College.

Parents or You:

- i. means the living legal parent(s) of the Pupil notwithstanding whether only one of them has signed the Acceptance Form to the Letter of Offer.
- ii. in the event of a conflict of instructions from both parents, whether or not the parents are still married or divorced or separated, means that parent with legal guardianship over the child, but failing that, the father, unless otherwise stated in a court order.

Pupil: means the child named on the Acceptance Form to the Letter of Offer.

3. Enrolment Fee (*non-refundable*), Deposit (*refundable*), Tuition Fees (*non-refundable*), Boarding Fees (*non-refundable*) and payment terms

- a) These provisions are part of the terms and conditions set out in the Letter of Offer and are repeated here in context and terminology. In the event of any conflict, the terms in the Letter of Offer shall prevail.

b) Enrolment Fee (*non-refundable*) and Deposit (*refundable*)

- i. Parents shall pay the ***non-refundable* Enrolment Fee** to the College within 14

days from the date of the Letter of Offer.

Where a student has been withdrawn and subsequently re-enrols into the College within the same academic year, no enrolment fee shall be payable. Where a student re-enrols in the next academic year, a 50% discount is given on the enrolment fee. No discount is given if a student re-enrols after withdrawing for more than two academic years.

- ii. Parents shall pay the **refundable Deposit**, together with the **Tuition and Boarding Fees** (as set by the College, from time to time, for each Academic Year), on or before the first day the Pupil starts at the College. This Deposit, amounting to one (1) Term Tuition Fees, must be maintained throughout the tenure of the Pupil in the College and shall at no time be treated as fee payment and no set-off shall be allowed. As the student progresses through the year groups and where the Tuition Fee is higher than the preceding year, a top-up of the Deposit is required at the beginning of that Academic Year.
- iii. The Deposit shall be refunded to the Parents/third party payer, less deductions made for any outstanding fees or any other payments due, including but not limited to: for the cost for replacing any damaged books, repair of damages in the boarding house, restoring and replacing damaged furniture and furnishing, or other items of property (including keys), provided that the Parents/third party payer has provided one full Term's Written Notice to the College of the intention to terminate the Pupil's enrolment. Such one full Term's Written Notice shall be received by the College at the latest before the start of the term for those who intend to leave at the end of that term. Failure to provide sufficient notice will result in the forfeiture of the Deposit. Even in the event the child has a long-term absence, one full Term's Written Notice is still applicable.
- iv, The College reserves the right to wholly forfeit the Deposit where the College terminates the enrolment of the Pupil for any reason which the College, at its sole and absolute discretion, deems fit.

c) Tuition Fees and Boarding Fees (*non-refundable*)

- i. Parents shall pay the **Tuition Fees** and **Boarding Fees** (if applicable) before the commencement of each College Term.
- ii. All Fees and charges will be paid by bank transfer, cheque, credit card (a charge is applicable), or cash.
- iii. Tuition Fees shall be reviewed on an annual basis and the fees indicated on the current Fee list are liable to change and may not be the Fees applicable for the Term for which the place is offered.
- iv. The College reserves the right to wholly forfeit the Tuition Fees where the College terminates the enrolment of the Pupil for any reason which the College, at its absolute discretion, deems fit or in the event of a long term absence of the Pupil.

- d) **Fees and Charges:** may include, but not be limited to the Application fee, the Enrolment Fee, the Deposit, Tuition Fees, Boarding fees, other extras such as house charges, excursion fees, visa application fee and equipment, photocopying, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused wilful loss or damage to the College property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred.
- e) **Payment of Fees and Charges:** The Parents jointly and severally agree to pay the Fees and charges directly to the College. Except where a separate agreement has been made between the Parents and the College for the deferment of payment of any Tuition Fees, Tuition Fees for each Term are due and payable before the commencement of the College Term to which they relate. If an item on an invoice (not being in relation to the Enrolment Fee, the Deposit and the Tuition Fee) is under query, the balance of that invoice must be paid.
- f) **Payment of Fees by a third party:** An agreement with a third party (such as an employer, grandparent, step-parent or third party credit provider), at the Parents' request, to pay the Fees or any other sum due to the College does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The College reserves the right to refuse a payment from a third party.
- g) **Indemnity:** If the College agrees to receive all or part of any sum payable by the Parents, from a third party at the Parent's request, the Parents shall indemnify the College against all losses, expenses (including legal expenses) and interest suffered or incurred by the College howsoever arising as a result of such arrangement.
- h) **No Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions herein to make a refund or reduction, Tuition Fees will not be refunded, reduced or waived if:-
- i. the Pupil is absent through illness; or
 - ii. a Term is shortened or a vacation extended; or
 - iii. the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or
 - iv. the College is temporarily closed due to adverse weather conditions; or
 - v. for any reason at the sole and absolute discretion of the Headmaster.
- i) **Non-payment: The College reserves the right to exclude Pupils from attending classes or boarding house where Fees and other payments payable, have not been duly paid in full.**

The College reserves the right to exclude the Pupil in this manner, at any time, on three days' written notice, if Fees are overdue for payment. **If the Pupil is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of notice will be payable.** Exclusion in these circumstances is not a disciplinary matter and the right to a

Governors' Review will not arise. In these circumstances, the College may, at its sole and absolute discretion, decline any request for a testimonial or character reference for the Pupil.

Notwithstanding any indulgences that the College may allow, and any other provisions in the Complete Terms and Conditions, the College reserves the right, at any time, to terminate the enrolment of the Pupil if any payments are not paid at the time when payment is due and/or if the College deems fit, without providing any reasons whatsoever.

- j) **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate agreement made between the Parents and the College, simple interest may be charged on a day-to-day basis on Fees and other payments (as set out in this Section 3) which are unpaid by the 15th day from the commencement of each College Term. The rate of late payment interest charged is stated in the invoice and it may vary from time to time. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the College in the recovery of any unpaid Fees regardless of the value of the College's claim. The imposition of late payment interest does not impede the College's right to terminate the Pupil's enrolment, boarding and all other benefits that the Pupil would have been entitled to if payments had been made in full and up to date.
- k) **Part-payment:** Any sum tendered that is less than the sum due and owing may be accepted by the College on account only. Late payment interest will be applied to any unpaid balance of Fees. The acceptance of part payment does not impede the College's right to terminate the Pupil's enrolment, boarding and all other benefits that the Pupil would have been entitled to if payments had been made in full and up to date.
- l) **Appropriation:** Save where the Parents expressly state the contrary, the College shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one Pupil may also be appropriated by the College to the unpaid account of any other Pupil of the Parents.
- m) **Instalment arrangements:** An agreement by the College to accept payment of current and / or past and /or future Fees and/or other payments, by instalments, is at the sole and absolute discretion of the College and will be subject to a separate agreement(s) between the Parents and the College. Where there are inconsistencies between the Complete Terms and Conditions and those of any instalment agreement or invoice issued by the College to the Parents (as applicable), the Terms and Conditions of the instalment agreement or the invoice shall prevail.
- n) **Advance Fees Payment:** A discount may be given if the Parents offer to pay a lump sum advance payment of Fees for the full academic year and such offer is accepted by the College at its sole and absolute discretion.
- o) **Scholarships and bursaries:** Every scholarship, bursary or other award or concession, which is given at the sole and absolute discretion of the College, is a privilege, not a right/entitlement, and is subject to high standards of attendance, diligence, performance and behaviour on the Pupil's part and the reasonable treatment of College and its staff, on the Parents' part. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed. Retention of scholarships is subject to annual review and is at the sole and absolute discretion of the College.

A bursary award is reviewed on a yearly basis and the amount may differ from year to year or withdrawn subject to the financial circumstances of the Parents prevailing at that time. It is the duty of Parents to immediately disclose any change in the financial circumstances of the Parents in receipt of a bursary from the College during the year. Failure to do so will entitle the College to forthwith withdraw what has been given.

- p) **Fees and charges increases:** Fees and other charges for particular activities payable by the students are reviewed annually and are subject to increase from time to time at the sole and absolute discretion of the College. .
- q) **Information about Fees:** The Parents' consent to the College making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the College informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this College are unpaid.
- r) **Anti-money laundering:** From time to time, the College may need to obtain satisfactory evidence regarding the source of funds for the payments made to the College. Parents will comply with any such written request made by the College.

4. Educational matters

- a) **Provision of education:** The College will do all that is reasonable to provide a teaching and educational environment that is conducive for learning and self-development for the Pupils, but does not guarantee that the Pupil will achieve his / her desired examination results or that the Pupils' results will be sufficient to gain entry to institutions of higher learning .
- b) **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Headmaster, is most appropriate for the College community as a whole. We will endeavour to inform the Parents of changes and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's Housemaster or Housemistress, or other appropriate member of staff, as soon as possible, or contact the Headmaster in the case of a serious concern.
- c) **Progress reports:** The College shall monitor the Pupil's progress and shall report regularly to the Parents by means of appropriate grades and comments shown in abbreviated interim reports and end of term reports and Parents–teacher consultations.
- d) **Sex education:** The Pupil will receive health, life skills and/or sex education, appropriate to his /her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.
- e) **Public examinations:** The Headmaster may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of his / her professional judgement, the Headmaster considers that by doing so, the Pupil's prospects in other examinations would be impaired and/ or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his / her teachers or Housemaster/Housemistress.

- f) **Reports and references:** Parents acknowledge and agree that information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references, shall be given conscientiously and with all due care and skill and Parents will not hold the College howsoever liable.
- g) **Information about learning difficulties:** The Parents shall notify the Head when completing the College's Student Application Form and subsequently in writing, if they are aware or suspect that the Pupil (or anyone in his/her immediate family) has a learning difficulty and the Parents must provide the College with copies of all written reports and other relevant information. The Parents may be asked to withdraw the Pupil, without being charged Fees in lieu of Notice if, in the professional judgement of the Headmaster, the College is unable to provide adequately for the Pupil's special educational needs.
- h) **Learning difficulties:** The College staff are not qualified to make a diagnosis of learning difficulties, including but not limited to, conditions such as those commonly referred to as dyslexia, autism etc. A formal assessment can be arranged by the College at the Parents' expense or by the Parents themselves. The College does not have the specialist staff to deal with, nor teach, a Pupil with a learning difficulty which is considered to be a "special educational need". However, if the Parents still insist that the Pupil be enrolled, and the College, after considering all factors in its sole and absolute discretion, agrees to the enrolment, the College will endeavour to do what is reasonable to accommodate the Pupil, subject to such limitations in the circumstances. The College reserves the right to charge for the provision of additional teaching.
- i) **College's intellectual property:** Where the Pupil, in conjunction with any member of staff, creates anything (including a work, a design, an invention, a database, a trademark or goodwill) (a **Work**) in respect of which any intellectual property (including copyright, design rights, patents, database rights or the right to sue for passing off) (**Intellectual Property Rights**) exist, the Intellectual Property Rights in respect of that Work is wholly owned by the College.
- j) **Pupil's work:** Parents agree and (so far as they are entitled to do so) do so on behalf of the Pupil, to the College retaining the Pupil's original work until, in the professional judgement of the Headmaster, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained, at the sole and absolute discretion of the Headmaster, for longer than other work in order to reduce the risk of misuse of such work. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for any loss and/or damage not wilfully caused to this or any other property of the Pupil.
- k) **Educational visits:** From time to time, the Pupil may participate in a variety of educational visits. By signing the Acceptance Form to the Letter of Offer, the Parents are deemed to have given a general and unequivocal consent to the Pupil taking part in any educational visits throughout the Pupil's time at the College.

Educational visits which:

- i. incur an additional cost;
- ii. require overseas travel;
- iii. involve an overnight stay;
- iv. occur during a weekend or College vacation; or
- v. involve some element of risk or adventure activity

will be subject to a separate agreement with the Parent and/or Pupil, as the case may be.

The Pupil shall be subject to College discipline and rules in all respects whilst engaged in an educational visit. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added and charged to the Parents. The College reserves the right to prevent the Pupil from taking part in an educational visit while overdue fees and/or charges remain unpaid.

5. Pupil welfare

- a) **The College's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare. We will respect the Pupil's rights which must, however, be balanced with the lawful needs and rules of the College community and the rights of others.
- b) **Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain rights that the College recognises. These include certain rights to confidentiality and, usually, the right to have contact with his/her Parents. If a conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil, will, in most cases, take precedence over the rights of, and duties owed to, the Parents.
- c) **Complaints:** Any question, concern or complaint about the safety of the Pupil or any educational issue or other matter connected to the College must be notified to the College as soon as practicable, via the College's complaints procedure. Failure to bring these matters to the College's attention expeditiously undermines the College's ability to respond and/or to address the matter and thereby negates the College's responsibility for the same.
- d) **Headmaster's authority:** The Parents authorise the Headmaster to make all decisions which the Headmaster considers will safeguard and promote the Pupil's welfare.
- e) **Ethos:** The ethos of the College is to foster good relationships between Pupils and between members of staff and Pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The College and its staff will act fairly in relation to the Pupil and the Parents and we expect the same of the Pupil and the Parents in relation to the College or its staff.
- f) **Physical contact:** The Parents' consent to such physical contact with the Pupil:-
 - i. as may accord with good practice;
 - ii. as may be appropriate and proper for teaching and instruction;
 - iii. for providing comfort to the Pupil in distress;
 - iv. to maintain safety and good order; or
 - vi. in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal College programme or extra-curricular programme. Whilst the College will provide appropriate supervision the Parents acknowledge that the risk of injury cannot be eliminated and the College takes no responsibility nor liability for the same.

- g) **Disclosures:** The Parents must, as soon as is practicable, but in advance of the Pupil joining, disclose to the College:-:
- i. any known medical condition, health problem or allergy affecting the Pupil;
 - ii. any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;
 - iii. any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
 - iv. any family circumstances or court order which might affect the Pupil's welfare or happiness; and
 - vi. any concerns about the Pupil's safety and/or mental health.
- h) **Confidentiality:** Without prejudice to the agreement regarding the personal data of the Pupil and the Parents between them and the College, the Parents further authorise the Headmaster to override their own and the Pupil's rights to confidentiality, and to disclose confidential information to third parties on a need-to-know basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the College. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. The College reserves the right to monitor and/or withhold the Pupil's use of:
- i. e-mail;
 - ii. social media;
 - iii. the internet; and
 - v. mobile and other communication devices.
- i) **Special precautions:** The Headmaster needs to be aware of any matters that are relevant to the Pupil's safety and security. The Headmaster must therefore be notified in writing immediately of any court order or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents and/or the Pupil, may be excluded from College premises if the Headmaster, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil and/or the College or any member of the College community.
- j) **Leaving College premises:** The College will do all that is reasonable to ensure that the Pupil remains in the care of the College during College hours provided that the Pupil strictly adheres to the applicable rules and regulations. The College will not be responsible for the Pupil who leaves College premises in breach of College rules or regulations.
- k) **Residence during Term time:** The Pupil, except when boarding, is required during Term time and at weekends, exeats (periods of time away from College permitted in writing by the College) and half term, to live with the Parents or a legal guardian or with an education guardian appointed by the Parents. In the case of the legal guardian and education guardian, Parents must provide the College with the relevant name and contact details of these persons and shall immediately notify the College of any changes to those details. The Headmaster must be notified in writing immediately by the Parents if the Pupil will be residing during term time under the care of someone other than the Parents or his/her legal guardian or education guardian.

- l) **Communications/Instructions from the Parents:** Communications or instructions from one of the Parents shall be deemed by the College to be received from both Parents.
- m) **Absence of the Parents:** When both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer, the Pupil's Housemaster or Housemistress must be told in writing the name, address and telephone number for 24 hour contact with the adult who will be responsible for the care of the Pupil in their absence. In the event the Pupil is a boarder and both parents will not be resident in Peninsular Malaysia for a period of 24 hours or longer, the HMM should be informed of the contact details of a responsible adult who will act as the Pupil's temporary guardian in the event of an emergency.
- n) **Legal guardian and Education guardians:** The Parents, if resident outside Peninsular Malaysia, must before Entry appoint, in writing, if not them, a legal guardian and also an education guardian for the Pupil in Peninsula Malaysia who has been given legal authority to act on behalf of the Parents in all respects and to whom the College can refer to for instructions with regard the Pupil, when necessary. The College can accept no responsibility for the Pupil when he/she is in the care of the Parents or the legal guardian or the education guardian. The Parents or the legal guardian or the education guardian must make holiday arrangements, including travel to and from the College, in advance of the officially published start/end of school term dates. Accommodation, transportation and suitable supervision should also be arranged by the Parents/legal or education guardian for the weekend Exeat breaks, with details communicated to Housemasters/mistresses in advance. The responsibility for choosing an appropriate legal guardian and education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of the legal guardian and the education guardian. The Parents shall immediately on appointment provide the College with up to date contact details for the appointed guardians and shall immediately notify the College of any changes to those details.
- o) **Counselling:** The College provides a counsellor for the purpose of supporting students' needs. Whilst the College provides this service in good faith it is not responsible for professional diagnoses in respect of emotional state and/or mental health. If the College counsellor determines that further professional advice or support is required the responsibility for assessing and accessing such advice or support, rests with Parents.
- p) **Photographs or images (including video recordings):** Upon signing the Admissions Joining Form, Parents have agreed and consented to the guidelines attached thereto.
- q) **Request for confidentiality:** The Parents may ask the College, in writing, to keep information about the Pupil confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately make the request to the Headmaster in writing explaining the reason for such request, and ensuring that their written request is received and read by the Headmaster.
- r) **Transport:** The Parents consent to the Pupil 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.
- s) **Pupil's personal property:** The Pupil, and not the College, is responsible for the security and safe use of all his/her personal property including money, mobile electronic devices, locker

keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the College.

- t) **Insurance:** The Parents, and not the College, are responsible for insuring the Pupil and the Pupil's personal property whilst at College or on the way to and from College or any College-sponsored activity away from College premises.
- u) **College's liability:** Unless grossly negligent or guilty of wilful wrongdoing, the College is not responsible for any injury or other loss caused to the Pupil or the Parents or for loss or damage to their property.

6. Health and medical matters

- a) **Medical declaration:** The Parents will be asked to complete a Student Medical Form concerning the Pupil's health, and submit the same to the College upon enrolment, and must inform the College nurse at: **medical@epsomcollege.edu.my** in writing if the Pupil 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 anyone with an infectious or contagious disease. To ensure the well-being of each Pupil, it is essential that the Student Medical form is returned to the College before the pupil joins. The College cannot be held liable for the well-being of a Pupil where any pre-existing medical conditions or allergies are not declared. This is particularly important in the event the Pupil is unwell and requires medical treatment.
- b) **Medical care:** All Pupils must be registered on the list of the College nurse whilst a pupil at the College. The Parents must comply with the College nurse recommendations which may include a reasonable decision to release the Pupil home or to his/her education guardian when he/she is unwell.
- c) **Medical examination:** The Pupil will have a routine medical examination with the College nurse or other personnel appointed by him/her, usually during the first Term at the College. Arrangements can be made on request for the Parents to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding.
- d) **Pupil's health:** The Headmaster may at any time require a medical opinion or certificate as to the Pupil's general health where the Headmaster considers it necessary as a matter of professional judgement in the interests of the Pupil and/or the College community. The Pupil, if of sufficient age and maturity, is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the College community.
- e) **Medical information:** Throughout the Pupil's time at the College, the College nurse shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the College community. Such information will be given and received on a confidential, need-to-know basis.
- f) **Emergency medical treatment:** The Parents authorise the Headmaster to consent on their behalf to the Pupil receiving emergency medical treatment where advised to do so by medical personnel or emergency personnel/paramedics for the Pupil's welfare.

- g) **Outbreak:** Parents acknowledge and accept that from time to time there are outbreaks of bacterial or viral or other contagious and/or communicable diseases and that the College is not responsible for any harm/fatality that is caused thereby to the Pupil. Parents will decide on how they want to respond to the situation with regard to the Pupil.
- h) **Insurance:** The Parents, and not the College, are responsible for insuring the medical care for the Pupil whilst at College or on the way to and from College or any College-sponsored activity away from College premises.

7. Behaviour and discipline

- a) **College regime:** The Parents accept that the College will be run in accordance with the authority delegated by the Governing Body to the Headmaster. The Headmaster is entitled to exercise a wide discretion in relation to the College's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner.
- b) **Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will fully take part in the activities of the College, will attend each College day, will be punctual, will work hard, will be well-behaved and will comply with all the College rules including but not limited to the rules about the wearing of uniform and general appearance.
- c) **College rules:** The College rules which apply are set out in the Guidance for Pupils document, on the College website and other documents published from time to time.
- d) **College discipline:** The Parents accept the authority of the Headmaster and of other members of staff on the Headmaster's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the College community as a whole. The College's disciplinary policy at any given time, shall apply to all pupils when they are on College premises, or in the care of the College, or wearing College uniform, or otherwise representing or associated with the College.
- e) **Investigative action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his / her accommodation or belongings may be searched. Parents will be informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, Arrangements will be made for the Pupil to be accompanied and assisted by the Parents, legal guardian or education guardian or a teacher of the Pupil's choice.
- f) **Procedural fairness:** Investigation of a complaint shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents, legal guardian or education guardian so that they can attend a meeting with the Headmaster before a decision is taken in such a case. In the absence of the Parents, legal guardian or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his / her choice.
- g) **Divulging information:** Except as required by law, the College and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of Pupils or others who have given information which has led to the complaint or which the Headmaster has acquired during an investigation.

- h) **Drugs and alcohol:** The consumption, by the Pupil, of non-prescribed and/or illicit drugs, and/or of any type of alcoholic beverage, is strictly prohibited. The Pupil in breach, may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath or such other relevant sample, to test for alcohol consumed in breach of College rules or policy.

8. Sanctions

The College's current policies on sanctions are available to the Parents on request before they accept the offer of a place. These policies may undergo change from time to time. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the College or external community, detention for a reasonable period, withdrawal of privileges, gating, or suspension, or alternatively being removed or expelled.

a) Definitions of sanctions:

- i. **Expulsion:** means that the Pupil is required to leave the College permanently in circumstances described in paragraph b) below in this Section 8.
 - ii. **Gating:** means that the Pupil is confined to the College premises for a specified period of time (usually during a weekend) but without further disciplinary consequences.
 - iii. **Removal:** means that the Pupil is permanently removed from the College in circumstances described in paragraph d) below in this Section 8.
 - iv. **Suspension:** means that the Pupil is sent or released home for a specified period of time as either a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.
 - v. **Withdrawal:** means the withdrawal of the Pupil from College in circumstances described in Section 9 e) below.
- b) **Expulsion:** The College may expel the Pupil from the College and boarding if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. The Headmaster's decision to expel, at his sole and absolute discretion, shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the College pending the outcome of the Review.
- c) **Fees and other payments following Expulsion:** If the Pupil is expelled, there will be no refund of the Enrolment Fee nor of Tuition Fees for the current or past Terms nor of the Deposit. All arrears of Fees, charges and any other sums due to the College will become immediately due and payable.
- d) **Removal in other circumstances:** The College may require the Parents to remove the Pupil permanently from the College and/or from boarding if, after consultation with the Parents and if appropriate, the Pupil, the Headmaster is of the opinion, at his sole and absolute discretion, that:-

- i. by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the College; or
- ii. if the Parents and/or the Pupil have treated the College or members of its staff unreasonably.

In these circumstances, and at the sole and absolute discretion of the Headmaster, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required.

The Headmaster shall have regard to the interests of the Pupil and the Parents as well as those of the College. The Headmaster's decision to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the College pending the outcome of the Review.

- e) **Fees and other payments following Removal:** If the Pupil is removed in the circumstances described in paragraph d) above in this Section 8, the provisions relating to Fees shall be as set out in paragraph c) above in this Section 8 save that the Deposit, if paid, will be refunded without interest less any sums owing to the College.
- f) **Leaving status:** The College reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Removal or Withdrawal.
- g) **Governors' Review:** The Parents may request a review by Governors (**Governors' Review**) of a decision of Expulsion or Removal of the Pupil from the College and/or from boarding (but not a decision to suspend the Pupil unless the suspension is for 11 College days or more, or would prevent the Pupil taking a public examination). The request shall be made as soon as possible and in any event within seven (7) days of the Head's decision being notified to the Parents. The Parents will be entitled to know the names of the Governors who make up the review panel and may ask for the appointment of an independent panel member nominated by the College and approved by the Parents within 48 hours of such nominee name being notified to them, such approval not to be unreasonably withheld. If the Parents do not approve up to 2 nominees as the independent panel member, the Governors may proceed with the Review without further delay
- h) **Review procedure:** The Headmaster will advise the Parents of the procedure (current at that time) under which a Governors' Review shall be conducted by a panel of three Governors (or by a panel of two Governors and an independent member if requested and approved by the Parents). If the Parents request a Governors' Review, the Pupil will be suspended from College until the review procedure has been completed. While suspended, the Pupil shall remain away from College and will have no right to enter College premises during that time without written permission from the Headmaster.
- i) **Complaints procedure:** A complaint about any matter must be made in accordance with the College's complaints procedure, a copy of which is available on the website and on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9. Cancellation and Withdrawal

- a) **Term:** means the period between and including the first and last days of the relevant school term.
- b) **Notice:** means (unless the contrary is stated in these Complete Terms and Conditions) a notice given by the Parents and addressed to and received by the Headmaster personally or the Bursar on the Headmaster's behalf. It is expected that the Parents will consult with the Headmaster before giving Notice to withdraw the Pupil. The Parents should contact the College if no acknowledgement of the Notice is received from the College within seven (7) days of the date of the Notice.
- c) **Term's Written Notice:** means a Notice given before the start of the current Term and expiring at the end of the Term. A Term's Written Notice must be given if:
 - i. the Parents wish to withdraw the Pupil who has entered the College; or
 - ii. the Parents or the Pupil wish(es) to transfer from boarding to day status or vice versa, or between categories of boarding.
- d) **Provisional notice:** is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Headmaster personally or the Bursar on the Headmaster's behalf.
- e) **Cancellation:** means the cancellation, by way of written notice, of a place at the College which has been accepted by the Parents and which notice is received by the College before the Pupil enters the College for the first time. The Cancellation fee payable by the Parents is one Term's Tuition Fees at the rate payable at that time. The College reserves the right, at its absolute discretion, whether or not to offset the Cancellation fee with the Enrolment Fee or the Deposit.
- f) **Withdrawal:** means the withdrawal of the Pupil from the College by the Parents or the Pupil with or without Notice under these Complete Terms and Conditions at any time after the Pupil has entered the College.
- g) **Fees and payments following Withdrawal:**
 - i. If the Pupil is withdrawn and the Parents have given one full Term's Written Notice, the Withdrawal fee payable by the Parents is one Term's Tuition Fees at the rate payable at that time and the Deposit, if paid, will be refunded without interest less any sums owing to the College.
 - ii. If the Pupil is withdrawn and the Parents have failed to give one full Term's Written, the Withdrawal fee payable by the Parents is one Term's Tuition Fees at the rate payable at that time. The College reserves the right, at its absolute discretion, whether or not to offset the Withdrawal fee with the Enrolment Fee or the Deposit.
- h) **Withdrawal by the Pupil:** The Pupil's decision to withdraw from the College shall, for these purposes, be treated as a Withdrawal by the Parents.
- i) **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Headmaster or with the Headmaster's authorised deputy before Notice of Withdrawal is given by the Parents.

- j) **Transfer between boarding and day status:** Before providing the Notice required, the Parents must obtain the express permission of the Headmaster in writing if the Parents or the Pupil wishes to change from boarding to day status or vice versa. At the discretion of the Headmaster, the College has the right to postpone or refuse a transfer request and the Headmaster will consider the best interests of the Pupil and the College in reaching the decision. Any such decision is also subject to the availability of places.

10. Termination by the College

The College may terminate the agreement with the Parents as governed by the Complete Terms and Conditions, by giving the Parents one full Term's Written Notice sent by ordinary post and email. The College will not terminate the agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Deposit, if paid, will be refunded without interest less any outstanding balance of Fees and/or other payments.

11. Events beyond the control of the parties

- a) **Force majeure:** An event beyond the reasonable control of the College or the Parents is 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 and/or pandemic disease, failure of utility service or transportation.
- b) **Notification:** If either the College or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- c) **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under Section 11 b) above shall notify the other, not later than on the 91st day, of the steps to be taken to ensure performance of its contractual obligations.
- d) **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, either party may terminate this contract by providing at least three working days' notice in writing to the other party.

12. General contractual matters

- a) **Change:** The College, as any other, is likely to undergo a number of changes during the period of the agreement with the Parent under the Complete Terms and Conditions. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the College rules and procedures, the disciplinary framework, and the length of College Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another

- b) **Severable terms/language:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- c) **Information for Parents:** We provide information about the College and the educational services in good faith in the College's prospectus/website/promotional literature or in statements made by staff or pupils during a visit or an Open Day. If the Parents wish to rely on any information provided to them when deciding whether to enter into this agreement with the College, they should seek specific confirmation from the Headmaster that the information they are relying on, is accurate before accepting the offer from the College.
- d) **Third party rights:** Only the College and the Parents are parties to the agreement under the Complete Terms and Conditions. Neither the Pupil nor any third party is a party to the aforesaid agreement and shall not have any rights to enforce any term of it. Notwithstanding the same, Parents will ensure that the Pupil is aware of his/her responsibilities and the consequences of his/her actions or omissions, under the terms of the aforesaid agreement.
- e) **Interpretation:** These Complete Terms and Conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and Conditions.
- f) **Jurisdiction:** The agreement under the Complete Terms and Conditions is governed exclusively by the law of Malaysia and the parties submit to the exclusive jurisdiction of the Courts of Malaysia.