



**INVICTUS**  
INTERNATIONAL SCHOOL

# Invictus International School

## Terms and Conditions

September 2024

# Invictus International School

## Terms and Conditions

### 1. Definitions

#### 1.1 Identity of the School

“The School”/“We”/“Us” means Invictus International School.

#### 1.2 The Governing Body

The “Governing Body” means the Management Board responsible for governance and oversight of the School and its campuses. The Governing Body is empowered to make rules and regulations for School operations and discipline.

#### 1.3 The Principal

“Principal” means the person appointed to be responsible for day-to-day operations and discipline. The Principal acts with authority delegated by the Governing Body.

#### 1.4 The Parents/Legal Guardians

“Parents/Legal Guardians” means the parents/legal guardians who have signed the Student Contract on behalf of a Student.

#### 1.5 The Enrolled Student

“Student” means the child enrolled in the School under the Student Contract and these Terms and Conditions. Where the Student is of the age of legal majority under applicable law (or otherwise emancipated and able to contract in his / her own capacity), any reference to “Parent” or “Legal Guardian” shall be disregarded or, where appropriate (as in where no reference to Student is included) and be read as referring further to the Student himself / herself.

#### 1.6 The School Year

“School Year” means the consecutive weeks of classroom instruction, including camps, field trips, excursions and activities, as laid out in the School calendar. The School reserves the right to modify its calendar.

### 2. Introduction

#### 2.1 Purpose of Terms and Conditions

These Terms and Conditions outline the educational services provided by the School, including the requirements placed upon Students and Parents/Legal Guardians when enrolled. The terms and conditions form the basis of a legally binding contract for educational services between the School, the Students and Parents/Legal Guardians. To the extent that applicable law or regulation requires that these terms are supplemented or modified, these terms will be read and construed with such supplements and modifications (“**Supplementary Terms**”) but, unless as otherwise specified or required by applicable law, these Terms and Conditions will prevail.

For the purposes of Singapore law and for schools based in Singapore, the Private Education Institution-Student Contract Version 4.0 shall prevail over these Terms and Conditions.

## 2.2 Acceptance of Terms and Conditions and School Policies

The School regularly updates its Terms and Conditions and School policies to ensure compliance with legal requirements and best practices. These updates will be published on the School's website. **It is the responsibility of Parents/Legal Guardians to regularly review the School's website to stay informed about any changes.** By signing the Student Contract, Parents/Legal Guardians acknowledge and agree to comply with these Terms and Conditions and all School policies as updated and posted on the website from time to time.

Continued enrolment and attendance at the School following any amendments to the Terms and Conditions and School policies published on the school website will constitute acceptance of the changes. **The School will not send individual notifications of changes by email or through other means unless deemed necessary by the School for significant changes to the Terms and Conditions and/or School policies.** The prevailing Terms and Conditions and School policies are accessible via the School's website for review.

For the avoidance of doubt, the act of signing the Student Contract by the Parents/Legal Guardians or Student is an agreement to adhere not only to the Terms and Conditions but also to all School policies as they are amended and published on the School's website.

## 2.3 Status of Marketing Materials

The School's prospectuses, websites, and other marketing materials are not contractual documents. The School reserves the right to update these materials from time to time at its sole discretion. Students and Parents/Legal Guardians wishing to place specific reliance on a matter contained in such materials should seek written confirmation of that matter before entering this agreement.

## 2.4 Managing Changes at the School's Discretion

Without prejudice to Clause 2.2, the School, like any school, may undergo changes during the time a student is enrolled, including to its curriculum, faculty, administration. Unless (and to the extent that) applicable laws or regulation (including any Supplementary Terms) prohibits or makes the same subject to prior written consent, the School reserves the right to make such reasonable changes as deemed necessary at its sole discretion to meet educational, safety and operational needs.

## 3. **Admission and Enrolment**

### 3.1 Offer of Place and Acceptance

Admission and enrolment are subject to availability of a place and the Students and Parents/Legal Guardians completing required procedures and meeting entrance (or other relevant) criteria and admission requirements at all relevant times for the specific campus. Subject to Clause 3.6, enrolment shall occur upon the Student's or Parents/Legal Guardians' (as the case may be) written acceptance of the School's offer of place.

### 3.2 Parents'/Legal Guardians' Duty to Disclose Information Material to Admission

Parents/Legal Guardians and Students must fully and accurately disclose citizenship, learning needs, behavioural issues / needs, socio-emotional / health needs, medical conditions, disabilities and any other information reasonably required by the School to determine eligibility and appropriate services. Lack of disclosure, misrepresented or falsified information are grounds for denial of admission or immediate withdrawal.

### 3.3 Assessment of English Language Proficiency

The School will assess the Students' English language proficiency and may require the Student to undergo tests or interviews prior to the School's offer for admission.

#### 3.4 School's Absolute Discretion in Admission

The School reserves absolute right and discretion to deny admission of a Student with no right of appeal. Admission decisions are final.

#### 3.5 Non-Refundable Pre-Student Contract Fees

The following fees that are to be paid by the Parents/Legal Guardians prior to the execution of the Student Contract are non-refundable:

- a. Application Fee;
- b. Assessment Fee;
- c. Enrolment Fee; and
- d. Security Deposit (where applicable).

#### 3.6 Offer and Acceptance of a Place by Payment of Enrolment Fee and Security Deposit (where applicable)

If a place is offered, Parents/Legal Guardians or Students (as the case may be) must return the signed Offer Letter and payment of the Enrolment Fee and Security Deposit (where applicable) by the date set out in the Offer Letter ('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.

#### 3.7 Prorated Fees

Where a Student joins partway through an academic year, the following fees shall be prorated across the full academic year:

- a. School Fee
- b. Language Support Programmes (if applicable)

#### 3.8 Forfeiture of Certain Fees Upon Cancellation of Acceptance by Parents / Legal Guardians

The Application Fee, the Assessment Fee, the Enrolment Fee and Security Deposit (where applicable) shall be immediately forfeited where, for any reason, acceptance of a place is cancelled by the Parents/Legal Guardians before the Student commences at the School. The School shall have the sole discretion to consider exceptional cases on written request by the Parents/Legal Guardians.

#### 3.9 Transfers between Campuses

Transfers between campuses, including cross-border ones, are subject to available vacancy and the approval of the Principal at the transferee campus. Requests to transfer siblings to the same transferee campus will be considered on a case-to-case based on vacancy and other factors as may be determined by the Principal at the transferee school.

#### 3.10 Disclosure of Nationality

Parents/Legal Guardians are required to fully disclose the nationality/citizenship status of all applicants – including dual nationality and undertake to do so to the School, including providing supporting documents as requested as and when applicable. Any change in nationality, citizenship and/or residency status, or any events that might affect the same, must be communicated to the School by the Parent and must be accompanied by supporting documents. Specifically, any applicant who holds Singapore citizenship, either by birth or registration, must declare this information at the time of the application, as approval from the Ministry of Education is required before Entry in applicable circumstances. After Entry, any change in the nationality and residency status must be notified in writing to the School.

### 3.11 Singapore Citizens and Permanent Residents (PR's)

Singapore citizens holding dual citizenship may not make an application based solely on their non-Singaporean status. Singapore citizens holding dual citizenship can make an application and if successful in the entry assessment, the school may submit an application to the Ministry of Education for an exemption based on the family's circumstances. Permanent Residents, who are non-Singaporean, do not require a Ministry of Education exemption. Children who become Singapore citizens will only be able to retain their place at the School after the Ministry of Education has issued an exemption.

### 3.12 Non-Singapore citizens and Non-Permanent Residents (PR's)

Admission and continued enrolment at the School are conditional upon the Student having a valid Dependant Pass or Diplomatic Pass issued by the Immigration Department of Singapore. Any changes in the Parent's employment and/or expiry of relevant Pass or change in immigration status of the Student must be notified to the School immediately. Students must be legally permitted to reside in Singapore to remain enrolled at the School.

## 4. **Student Welfare**

### 4.1 School's Commitment to Student Welfare

The School will take all reasonable measures in good faith to safeguard and promote student welfare, safety and health in accordance with the standards required by law. The School will respect rights and freedoms balanced with the needs of the School community (including its safety and well-being).

### 4.2 Safeguarding

For detailed information on safeguarding policies, procedures, and their related commitments, please refer to the School Safeguarding and Child Protection Policy via the School website and the Student/Parent Handbook. The School Safeguarding and Child Protection Policy outlines the measures in place to ensure the safety and well-being of students. The School reserves the right to impose protective and/or supportive interim measures as outlined in the School Safeguarding and Child Protection Policy. With regard to alleged incidents of child-on-child abuse, the School may further, in its sole discretion, impose protective and/or supportive interim measures after a child safeguarding report is made and before the investigation result, if any, is reached. Like other School policies, the School Safeguarding and Child Protection Policy may be amended from time to time in accordance with Clause 2.2.

### 4.3 Parents'/Legal Guardians' Duty to Report Welfare Concerns

Parents/Legal Guardians and Students are strongly encouraged to report any issues or concerns regarding student welfare, safety or health to the School.

### 4.4 Emergency Medical Care

The School may at its discretion based on its assessment in good faith, authorise emergency medical treatment for a Student if such Student's Parent/Legal Guardian cannot be contacted. Parents/Legal Guardians shall be responsible for expenses in relation to such emergency medical treatment.

### 4.5 Physical Contact for Instruction, Safety and Comfort

Parents/Legal Guardians and the Students consent to appropriate physical contact as may be required for student instruction, health, safety, and reasonable comfort.

#### 4.6 Parents'/Legal Guardians' Duty to Disclose Medical Conditions and Special Needs

Parents/Legal Guardians and the Students must disclose any medical conditions, learning difficulties, family circumstances or court orders that may impact student welfare, health or ability of the Students to participate. Students must be immunised as required by applicable law. Failure to provide accurate disclosure is grounds for withdrawal. If it subsequently becomes apparent after admission of the Student that

- a. there are any issues for which information was withheld or falsified, or otherwise not disclosed to the School, or which arise after admission; and
- b. the School reasonably determines that it is unable to continue to provide the education to the Student under current terms and conditions

then the School has the full right to initiate a counselled withdrawal of the Student or (in its sole and absolute discretion) impose such further terms and conditions as it deems fit (including the payment or resourcing of measures the School requires).

#### 4.7 Parents'/Legal Guardians' Duty to Notify Security Risks

Parents/Legal Guardians and the Students must immediately notify the School of any situations that present a risk to student safety and security. This includes any court orders that may be obtained concerning the Students.

#### 4.8 School Rules for Leaving Premises

Students must follow School rules and obtain permission before leaving premises during school hours.

#### 4.9 Requirement to Reside with Parent/Legal Guardian

Students must reside with a parent or School-approved guardian during enrolment. Parents/Legal Guardians must immediately notify the School of any change in residency. The School may exclude or remove a Student from enrolment of the School if the Student's place of residence has not been approved by the School, and the School determines in its sole discretion (acting reasonably) that the place of residence is unsuitable for the health or well-being of the Student.

#### 4.10 Requirement to Provide Emergency Contacts

Parents/Legal Guardians must provide 24-hour emergency contact information for an alternative adult guardian, other than a domestic helper, for periods when Parents/Legal Guardian are away overnight or longer.

#### 4.11 Use of Photos, Videos and Creative Works

The School may use Student photos, videos, creative works and accomplishments for the School's academic and promotional purposes in print and digital media, provided that the School shall, as soon as reasonably practicable after receipt of written objection from a Parent/Legal Guardian or Student, remove such Student's photos, videos, creative works and accomplishments. The obligation to remove will not include and does not entail withdrawal of any disseminated or distributed materials that are no longer within the School's possession, custody, power or control.

#### 4.12 Liability and Insurance for Personal Property

Students are responsible for their personal property. Parents/Legal Guardian and Students are expected to properly label all Students' property. The School shall not be liable for any lost, damaged or stolen personal property.

#### 4.13 Limitation of School Liability

The School's liability is limited to legal liability for personal injury proven in a court of law. The School is not liable for other claims, loss or damage, including to student property and Parents/Legal Guardians shall indemnify the School against such related claims. Subject to any limitations on the validity of any exclusion under applicable law, it is agreed that, notwithstanding anything stated (including any claims or representations in marketing materials or other documents, and though the School will use reasonable endeavours to educate the Student), the School does not guarantee or warrant (and hereby excludes liability for failure to achieve or ensure that) attendance or participation as a Student at the School, or the quality of any education, instruction, methodology, pedagogical standards, materials, programmes, curriculum, environment, or any other aspect of any experience of attendance at the School will result in:

- a. any outcome in respect of the physical, mental, educational or aspect of well-being or quality of any Student; and
- b. in the achievement of any quality of ability, certainty of qualification (including career, vocational, professional qualification or certification), recognition, economic status, social status, or desired or desirable outcome.

### 5. **Health and Medical Matters**

#### 5.1 Parents'/Legal Guardians' Duty to Disclose Medical Conditions

Parents/Legal Guardians and the Students must promptly declare and disclose to the School any medical, behavioural, emotional or psychological condition or any infectious disease which may interfere with the Student's ability to participate in the educational programme (including any physical sporting activities or external events that may require physical exertion), pose a health risk to others, or result in the Student requiring special care. Failure to accurately disclose such information as described above shall constitute grounds for the School to initiate withdrawal of the Student from the School.

#### 5.2 Compliance with Health Policies

Students must comply with the School's health examination requirements, immunisation requirements, quarantine regulations, and other health-related policies and procedures.

#### 5.3 Referrals for Health Reports

The School may require a satisfactory health report from an approved medical professional regarding the Student's condition or general health at the Parents'/Legal Guardians' expense as may be reasonably required by the School to ensure the student's welfare or school community health.

#### 5.4 Disclosure of Medical Information in Student Interest

To the extent permitted by applicable laws, the School shall have the right to disclose confidential information about the student's health to other staff members in order to protect the student's interests, ensure proper care is provided, or protect the health of the school community. Such information shall only be shared on a need-to-know basis.

#### 5.5 Medical Action Plan

For students with confirmed medical conditions, a mutually agreed Medical Action Plan with specified interventions may be necessary. Admission is contingent on the Parents/Legal Guardians and the Students providing to the School all required medical devices and medication, as outlined in the Medical Action Plan, to School staff at no cost. The Principal or School Nurse (where applicable) will determine the student's suitability for school activities, including trips, in case of concerns.

## 5.6 Infection Control

Parents/Legal Guardians agree to ensure that the Student will not attend school if the student shows symptoms of an infectious disease, illness or virus. Parents/Legal Guardians are required to provide the School with a medical certificate confirming a contagious condition and detailing when the student is fit to return to school. Parents/Legal Guardians are required to inform the School if they or the Student have been exposed to a known contagious or communicable disease, illness or virus locally or abroad.

## 5.7 No Refund for Emergency Closures

In the event the School is closed by health authorities for a public health emergency, no refund of fees will be provided for the duration of the closure. Online or remote learning will be offered if practicable.

## 5.8 Student Health and Medical Insurance

Parents/Legal Guardians are responsible for the provision of comprehensive health and medical insurance for their enrolled children and all associated costs.

## 6. **Educational Matters**

### 6.1 School's Right to Determine Appropriate Curriculum and Delivery

Unless (and to the extent that) applicable laws or regulation (including any Supplementary Terms) prohibits or makes the same subject to prior written consent, the School reserves the sole right to determine appropriate curriculum, co-curricular activities, and educational program delivery mechanisms in the best interests of the school community. Class configurations, teacher assignments, and classroom procedures are subject to change at the School's discretion.

### 6.2 Student Progress Monitoring and Reporting

The School will monitor each student's progress and report regularly to Parents/Legal Guardians through progress reports, conferences, and other appropriate means. Such records and reports will only be released when all financial obligations of the Parent/Legal Guardian have been met.

### 6.3 Decision to Decline Exam Registration

The School may, after due consultation with the Parents / Legal Guardian, decline to register a student for an external exam if the School so determines (acting reasonably) that the Student's prospects in other examinations would likely be impaired or if the Student's preparation has been inadequate, causing their performance to be below the standard required for that examination.

### 6.4 Reference Letters and Recommendations

Information provided in letters of recommendation and student references is given conscientiously and in good faith reflecting the School's opinion at the time of giving such recommendation or reference, but the School shall not be liable in any way for the content of such recommendation or reference.

### 6.5 Parents'/Legal Guardians Duty to Disclose Learning Disabilities and Special Needs

Parents/Legal Guardians must disclose at time of admission any known or suspected learning disabilities, special educational needs or behavioural concerns that may require additional support or accommodation. Withholding, misrepresenting or falsifying information shall constitute grounds for the School to initiate withdrawal. If the School cannot adequately accommodate to the learning requirements of the Student, it



may withdraw the Student. Assessments and additional support may incur additional fees, as may be charged nor prescribed by the School, which must be borne by the Parent/Legal Guardian.

#### 6.6 School's Right to Assess Language Proficiency

The School reserves the right to assess language proficiency for admission and continued enrolment. The School may, in its sole discretion, withdraw or remove from the School a student whose proficiency in English or other language of instruction is inadequate.

#### 6.7 Consequences for Failure to Disclose Relevant Educational Information

The Student's and/or Parent/Legal Guardian's failure to fully disclose any learning needs or issues affecting the Student's ability to fully participate in the academic programme shall be grounds for the School to initiate withdrawal of the Student. Where such failure is discovered after the admission of the Student, no refunds of the Fees shall be provided.

#### 6.8 Student Progression and Notice of Withdrawal

It is assumed that Student will matriculate / progress from year to year if the Student meets appropriate criteria as determined by the curriculum or School. Parents/Legal Guardians must provide written notice in accordance with the School's withdrawal policies if discontinuing enrolment.

#### 6.9 School's Ownership of Intellectual Property

The School reserves all rights and interests in intellectual property rights arising in the recordings or works of students created in conjunction with any member of staff of the School and/or other students at the School for a purpose associated with the School. The School may, at its discretion, acknowledge or allow the student's role in the creation/development of intellectual property rights to be acknowledged.

#### 6.10 Participation in Camps, Trips and Activities

Enrolled students are required to participate in school-organised excursions, trips, sports, camps and other activities that are deemed compulsory based on educational priorities, and Parents/Legal Guardians must cover related costs as applicable. School discipline policies apply at all times to such activities.

#### 6.11 Indemnity for School Activities

The Parents/Legal Guardians agree to indemnify the School for any injury, loss or damage arising from student participation in trips and activities except to the extent caused by the gross negligence or misconduct of the School.

### **7. Student Conduct and Discipline**

#### 7.1 Expectations and Scope of Conduct Policies

Parents/Legal Guardians acknowledge the authority of the Principal and faculty to enforce student conduct and discipline standards in the School's best interests. Policies apply when students are engaged in school-related activities on or off campus or representing the School.

#### 7.2 Compliance with Policies, Rules and Standards

Parents/Legal Guardians and students must review and comply with all conduct and discipline policies, rules, standards, and instructions communicated by the School.

### 7.3 Investigations and Searches

The School may investigate complaints and conduct searches of students, belongings, and accommodation in accordance with policies and law. Parental notification will occur as soon as practicable.

### 7.4 Sanctions including Suspension and Expulsion

The School reserves the right to apply sanctions, including suspension and/or expulsion, in accordance with applicable policies and procedures, for unacceptable conduct or to protect the wider school community. If a Student is suspended or expelled, there will be no refund of Fees that are already paid. There will be no charge of fees in lieu of notice (for expulsion) but all arrears of Fees and any other sum due to the School will be payable. No records, recommendations or reports will be released until all financial obligations of the Parents/Legal Guardians to the School have been met.

### 7.5 Sanctions Due to Parent Behaviour

A student can be suspended or expelled if, in the opinion of the Principal, the Parent/Legal Guardian has treated the School or members of its staff unreasonably; or if the Parent/Legal Guardian has refused and/or persistently neglected to abide by these Terms and Conditions.

### 7.6 Removal for Inability to Benefit

The School may remove a student whose academic performance or behaviour demonstrates an inability to benefit sufficiently from the educational programme. Parents/Legal Guardians may voluntarily withdraw the student as an alternative.

### 7.7 Required Withdrawal

The School may require Parents/Legal Guardians to withdraw a student if the Parents/Legal Guardians or Student demonstrate a persistent lack of cooperation with conduct policies or standards, or disregard for School authority.

### 7.8 Power of the Principal

The Principal's powers include the imposition of sanctions including exclusion for non-payment of fees, suspension during investigation or following a breach of School discipline, and removal or expulsion as provided in these Terms and Conditions. The Principal is not responsible for a student who is absent from the School or in breach of school discipline or present on campus for reasons other than for School-related activities.

### 7.9 Discretion of the Principal

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 Principal. In no circumstances shall the School or its staff be required to divulge to Parents/Legal Guardians or others any confidential information or the identities of students or others who have given information which the Principal has acquired during an investigation and which has led to the suspension, or the requirement to remove the student.

### 7.10 Access after Sanctions

A student who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter the School premises without the written permission of the Principal. Similarly, a Parent/Legal

Guardian whose child has been asked to leave under Clause 7.5 shall have no right to enter the School premises without the written permission of the Principal.

#### 7.11 Complaint Resolution

Complaints about the School's administration must be made courteously and following published complaint procedures. Remedies will be taken in accordance with the School's applicable policies.

#### 7.12 Attendance

Parents/Legal Guardians shall use reasonable endeavours to ensure the Student participates in the activities of the School including but not limited to attendance of each school day (unless prevented by illness). The Student shall be required to maintain a satisfactory, minimum attendance over any given period and where applicable, in accordance with the local government regulations. Failure to do so without authorisation may result in the student being asked to withdraw from the School without any refund of Fees.

### **8. Withdrawal and Termination**

#### 8.1 Withdrawal from the School

Parents/Legal Guardians who intend to withdraw the Student from the School must provide written withdrawal notice using the prescribed form. Verbal notice is not accepted. Consultation prior to notice is expected. Termination and refunds as provided for in the Supplementary Terms shall also be given effect to under these Terms and Conditions.

#### 8.2 Refund of Fees Due to Withdrawal

If the withdrawal notice is submitted in the prescribed form, Tuition Fees already paid shall be refunded according to the Refund Policy stated in the Student Contract, and less any debts owed as at the student's last day at the School.

#### 8.3 Use of Prescribed Withdrawal Form

Notice of withdrawal must be submitted by Parents/Legal Guardians using the prescribed Withdrawal Form. No other form of notice, written or verbal, will be deemed to constitute effective notice for the purposes of these Terms and Conditions.

#### 8.4 Termination by the School

The School may terminate enrolment with notice period of one full School term, or with immediate effect if the student is expelled or removed for cause or non-payment of fees persists for 28 days.

### **9 Fees, Disbursements and Damages**

#### 9.1 Definition and Responsibility

"Fees" include all tuition, related charges, disbursements, levies, expenses and damages invoiced by the School or incurred on behalf of a student. Parents/Legal Guardians are jointly and severally responsible for full settlement of all fees and charges.

#### 9.2 Payment of Fees

Fees for each term are payable in advance of attendance. Students may not attend classes until Fees are settled per the School's fee policies and deadlines.

### 9.3 Payment of Examination or Assessment Fees

Parents/Legal Guardians agree to pay all fees and costs associated with external examinations or assessments which a student participates in, is registered to participate in or has applied for registration to participate in, whether or not the student in fact participates in or attends the examination or assessment. For avoidance of doubt, such fees shall be non-refundable.

### 9.4 Fee Increases

The Student and Parent/Legal Guardian acknowledges that Fees are subject to annual review and reasonable increases may be applied from time to time which the Student and Parent/Legal Guardian undertake to pay. Additional fees may apply for extra services such as transportation, food, support programmes, etc.

### 9.5 Discretionary Fee Waivers and Refunds

Subject to the Supplementary Terms and any applicable law, the School has sole discretion whether to waive, reduce or refund fees, based on policies in effect at the time. Advance fees will not be waived due to absence or suspension.

### 9.6 Consequences of Overdue Fees

All payments due are to be paid and settled promptly in accordance with the relevant due dates. The School reserves the right to suspend or exclude students if Fees are overdue, impose late payment fees and the right to take legal action in respect of unpaid Fees that are due. Collection costs and legal fees incurred will be added to any outstanding amounts due.

### 9.7 Appropriation and Application of Payments

The School may appropriate payments towards outstanding amounts due for any student from the same family. In the event that a family makes only a partial payment of the total Tuition Fees due for all children attending the School, the School has the sole discretion to prioritise any fees paid to students who are sitting external examinations in the academic year for which the fees are due.

### 9.8 Third Party Fee Payments

An agreement with a third party to pay any fees owed to the School and any payment of such fees by a third party to the School does not release the Parent/Legal Guardian or Student from any liability under these Terms and Conditions. The School reserves the right to refuse payment of any fees by a third party.

### 9.9 Scholarships, Awards and Discounts

Scholarships and fee concessions are privileges, not rights. They are conditional on compliance with criteria as may be set by the School at any time and may be withdrawn at discretion of the Principal.

## **10 General Contractual Matters**

### 10.1 Intention and Interpretation

The Terms and Conditions ensure the rights and responsibilities of Parents/Legal Guardians, students and the School are properly understood. They will be construed reasonably and in good faith. Headings are for convenience only and do not limit or affect interpretation.

#### 10.2 Entire Agreement

The Supplementary Terms and these Terms and Conditions constitute the entire agreement between the School and Parents/Legal Guardians and supersedes all previous agreements, undertakings, warranties, representations and communications between the parties. Representations on the website and other publications are not contractual warranties.

#### 10.3 Severability

If any provision is held by a court of competent jurisdiction to be invalid or unenforceable, it will be severed and deemed deleted from these Terms and Conditions, and shall in no way affect or prejudice the validity or enforceability of the remaining provisions which will continue in effect.

#### 10.4 Governing Law and Jurisdiction

This contract is governed by the law and courts of the jurisdiction in which the respective school campus is located.

### **11 Personal Data and Information**

#### 11.1 Collection and Processing of Personal Data

The School will collect, use, process and retain certain personal data as required for lawful operation of the School in compliance with applicable data protection laws. Personal data includes information regarding the students, Parents/Legal Guardians, guardians and third parties engaged in activities related to the School.

Other purposes for which the School may collect, use, disclose or process personal data are set out in the School's Data Protection Notice available at [https://www.invictus.edu.sg/ivt/slot/u500/SG\\_Data%20Protection%20Notice%20For%20Customers\\_1%20Nov%202023.pdf](https://www.invictus.edu.sg/ivt/slot/u500/SG_Data%20Protection%20Notice%20For%20Customers_1%20Nov%202023.pdf).

#### 11.2 Consent for Necessary Usage of Personal Data

Parents/Legal Guardians and Students consent to the School's collection, processing, disclosure and transfer of personal data as reasonably required by the School for the following purposes in accordance with applicable law:

- (i) facilitating the admission and enrolment of students,
- (ii) attending to administration processes, progress monitoring of students and other relevant educational processes as ordinarily undertaken as part of the School's operations, and
- (iii) carrying out its obligations under these Terms and Conditions.

#### 11.3 Withdrawal of Consent

Parents/Legal Guardians may withdraw consent, with reasonable notice, regarding collection and other processing of personal data non-essential to the core functioning of the School, if permitted by law. Mandatory collection and processing will continue subject to applicable data protection laws.

#### 11.4 Reasonable Security and Access

The School will apply reasonable information security safeguards as required by law. The Student and/or Parent/Legal Guardian may have the right to request for access to and correction of their personal data, as provided for under the applicable laws. Such requests may be submitted to the School's Data Protection Officer. Please refer to the School's Data Protection Notice (available on the School's website or on request) for further guidance.

## **12 Force Majeure and Unforeseen Events**

### **12.1 Effect of Force Majeure**

Where the School is prevented or delayed in carrying out its obligations under these Terms and Conditions due to any event of force majeure such as acts of God, war, riots, pandemics and other events reasonably beyond the control of the parties ("**Force Majeure Events**"), the School shall be excused during the continuance of any inability so caused and shall not be liable to the Student and/or Parent/Legal Guardian for any losses or damages suffered.

### **12.2 Process in an Event of Extended Force Majeure**

If the occurrence of Force Majeure Events causes material disruption to educational services for over 90 days, the parties will discuss available options to minimise further impact.