



MIDDLETON PRE-SCHOOL PTE LTD
TERMS AND CONDITIONS

1. PARTIES

1.1. This Agreement (“**Agreement**”) is made between Middleton Pre-School Pte Ltd (“**Middleton**”), which operates Middleton Pre-School West Coast, and the parents or guardians (each a “**Parent**”) of the relevant student (“**Student**”) who have signed the Registration Form.

2. INTERPRETATION

2.1. “**Deposit**” means the deposit referred to in clause 3.2.1. or 3.2.2., as the case may be.

2.2. “**Fees**” includes the following: registration fee, insurance premium, school fee, waitlist fee, late fee and administrative fee.

2.3. “**International Pre-schools**” refers to pre-schools that operate on an August to June academic calendar.

2.4. “**Local Pre-schools**” refers to pre-schools that offer childcare services and operate on a January to December academic calendar.

2.5. “**Term-weeks**” refers to the school’s calendar for the academic term excluding school holiday periods and term breaks.

2.6. Clause headings shall not affect the interpretation of this Agreement.

2.7. Where more than one Parent has signed the Registration Form, all such Parents shall be jointly and severally liable for their obligations under this Agreement. Middleton may take action against, or release or compromise the liability of, any Parent, without affecting the liability of any other Parent.

3. REGISTRATION

3.1. **Registration:** A non-refundable registration fee is payable upon registration of the Student with Middleton, regardless of the outcome of the enrolment with Middleton. Registration is only completed upon payment of the registration fee, the Deposit, submission of duly completed registration forms and all related documents to Middleton. Payment of the registration fee does not warrant a confirmed placement, and all registrations are subject to review by Middleton.

3.2. Deposit:

3.2.1. **For Local Pre-schools:** A refundable deposit equivalent to one-third of full-day term school fees is payable by the Parents upon registration. In the event that there is an increase in school fees, the Deposit must be topped-up to maintain the equivalent of one-third of full-day term school fees.



3.2.2. For International Pre-schools: A refundable deposit equivalent to two-thirds of full-day term school fees is payable by the Parents upon registration. In the event that there is an increase in school fees, the Deposit must be topped-up to maintain the equivalent of two-thirds of full-day term school fees.

3.2.3. Refund of Deposit: Where the Deposit or any part thereof is to be refunded, Middleton shall be entitled to first deduct from the Deposit any Fees or other amounts owing to Middleton before refunding any remaining portion of the Deposit. Any balance that is refundable from the Deposit will be paid by bank transfer to the Parents unless Middleton is instructed otherwise in writing by the Parents. If the Deposit was paid using a Child Development Account (“CDA”), any balance that is refundable from the Deposit will be credited back into the relevant CDA.

3.3. Confidentiality: All information collected during registration remains confidential and Middleton is not required to disclose this information to the Parents or any other person if it is not relevant or appropriate to do so. Middleton reserves the right to disclose such information to Government bodies (including but not limited to the Early Childhood Development Agency (“ECDA”)) where such information is required or requested by such Government bodies.

3.4. Student Pass Application: An application for a student pass may be required for the purpose of enrolment. If the student pass application is unsuccessful, an administrative fee amounting to 20% of the registration fee will be imposed and deducted from the registration fee, and the Deposit and the balance of the registration fee will be refunded.

3.5. Commencement Date: As part of the registration process, the Parents will be required to notify Middleton of the expected date on which the Student will commence school. If the Student does not commence on the expected commencement date, Middleton reserves the right to forfeit 50% of the Deposit.

3.6. Postponement of Commencement: Any request for postponement of the commencement date is subject to the consent of Middleton. Upon consent to the postponement by Middleton, if the Student does not commence on the postponed commencement date, Middleton reserves the right to forfeit 100% of the Deposit.

3.7. Waitlist: Any request to be on a waitlist is subject to the consent of Middleton. All relevant and applicable Fees and the terms and conditions of the campus(s) will apply. A waitlist fee will be applicable.

3.8. Students with Special Education Requirement(s): The Parents must inform Middleton of any academic, physical or behavioural issues relating to the Student prior to registration. In such cases, all relevant supporting documentation will be requested. Where necessary, further documentation or evaluation may be required. Failure to inform Middleton of any relevant issues may affect the enrolment of the Student.



4. ENROLMENT

4.1. **Confidentiality:** All information collected during the course of school attendance, including but not limited to observational notes and meeting notes remain confidential and Middleton is not required to disclose this information to the Parents or any other person if it is not relevant or appropriate to do so. Middleton reserves the right to disclose such information to Government bodies (including but not limited to the ECDA) where such information is required or requested by such Government bodies.

4.2. **Attendance:** The campus operates on a regular timetable and it is a contractual obligation on the part of the Parents to ensure that the Student attends all school days.

4.3. **Absence:** There will be no refund of Fees when the Student is absent from school or programmes, including where this is due to illness or injury or other emergency, unforeseen event or change in personal circumstances.

4.4. **Enrichment Classes:** Enrichment classes are available through external vendor(s). Details are available from the Parent Liaison office of the relevant campus. Subscription to the Enrichment classes is at your absolute discretion and Middleton shall not at any time be held liable or responsible for any and all claims, demands, costs, actions or prosecutions on account or arising from or in connection with any personal injury, death, damage, loss or destruction to person or property whatsoever in relation to such Enrichment classes.

4.5. **School Bus Service:** School bus service is available through external vendor(s). Details are available from the Parent Liaison office of the relevant campus. Subscription to the school bus service is at your absolute discretion and Middleton shall not at any time be held liable or responsible for any and all claims, demands, costs, actions or prosecutions on account or arising from or in connection with any personal injury, death, damage, loss or destruction to person or property whatsoever in relation to the school bus service.

4.6. **School Uniforms:** School uniforms and hats may be purchased from the Parent Liaison office of the relevant campus. It is compulsory for all students to wear the school uniform. Please refer to the parent handbook for the uniform requirements.

4.7. **Insurance:** The Student will be covered by insurance plan(s), provided by licensed insurer(s) engaged at Middleton's absolute discretion. Subscription to the insurance plan(s) is compulsory and recurs annually throughout the Student's enrolment with Middleton. Insurance premium payable for each calendar year is non-refundable and cannot be prorated.

4.8. **Students with Special Education Requirement(s):** Where a Student with a special education requirement (as determined by Middleton or the Parents) is enrolled in Middleton, continued enrolment will be based upon Middleton's assessment of the Student's ability to continue to function independently (or with Parent-funded support personnel) within the regular programme of the campus and with positive outcomes for the learning and well-being of other students. Middleton may require the enrolment of the Student to be terminated if this is considered to be in the best interests of the Student and/or of the school community as a whole.



4.9. Immigration and Health Status, etc: The Parents are responsible for keeping Middleton updated on any known circumstances that might affect the Student's immigration status, enrolment, health or safety.

4.10. Change of Programme: Any request for change of programme is subject to the consent of Middleton. The Parents must submit a completed change of programme form to Middleton.

4.11. Intellectual Property: Middleton reserves all rights and interests in any intellectual property rights arising as a result of the actions or work of the Student in conjunction with any member of staff and/or other students at Middleton for a purpose associated with Middleton. Middleton may, in its absolute discretion, allow the Student's role in the creation of such intellectual property rights to be acknowledged.

4.12. Changes to Middleton Offerings: Middleton reserves the right without prior notice to make changes as deemed appropriate in course offerings (including but not limited to the changes in content, nature, class sizes and venue of any programme), curricula, academic policies, and other rules and regulations affecting students and to substitute any teaching staff at any time.

4.13. Inter-Campus Transfer: Students will only be eligible for Inter-Campus Transfer after a minimum enrolment period of 8 term-weeks in the current campus. Any request for Inter-Campus Transfer is subject to the consent of Middleton. In the event of an inter-campus transfer of the Student to another campus under the Middleton brand, all relevant and applicable Fees and the terms and conditions of that other campus will apply.

4.14. Withdrawal: If the Parents wish to withdraw the Student from Middleton, the Parents must notify Middleton in advance of the date of withdrawal and submit a completed withdrawal form to Middleton. Where the withdrawal form is submitted at least 8 term-weeks in advance of the date of withdrawal, the Deposit will be fully refunded. Where the withdrawal form is not submitted at least 8 term-weeks in advance of the date of withdrawal, only 50% of the Deposit will be refunded. For the avoidance of doubt, top-up of school fees in lieu of notice will not be accepted by Middleton. Any postponement of the withdrawal date is subject to the consent of Middleton.

4.15. Defamation/Violation of Privacy: The Parents must not (and shall ensure that other parents and guardians of the Student do not) use social media in a manner that defames Middleton and/or any of its related entities or violates the privacy or confidential information of the staff or other students of Middleton.

4.16. Suspension and Expulsion: The Parents may be required to remove the Student temporarily or permanently from the campus if Middleton in its absolute discretion considers that: (a) the Student is or will be unable to benefit from the programme offered; or (b) the conduct of the Student or any parent or guardian of the Student has been prejudicial to good order or school discipline or to the reputation of Middleton or any of its related entities; or (c) any parent or guardian of the Student has treated a member of the staff of Middleton or of any of its related entities unreasonably; or (d) a Parent has breached clause 4.15.

4.16.1. In the case of a temporary removal, there will be no proration or refund of any



Fees paid for the period of removal.

4.16.2. In the case of a permanent removal, there will be no proration or refund of any Fees paid, 50% of the Deposit will be forfeited and all unpaid Fees will have to be paid immediately.

4.16.3. Once the Student has been required to be removed permanently from the campus, the enrollment of the Student will be at an end and Middleton will have no obligation to allow the Student to be enrolled again at any campus under the Middleton brand.

5. PAYMENT TERMS

5.1. **School Fees:** School fees are annual, billed on a termly basis, and payable in full in advance. Any proration of school fees will be on a weekly basis, according to the number of term-weeks left in the academic term.

5.1.1. **For Local Pre-schools:** School fees are inclusive of meals, snacks, school holiday periods and in-house holiday activities. Holiday activities provided by external vendors will be billed separately. ECDA subsidy for school fees are disbursed on a monthly basis to eligible students, and any proration will be in accordance to ECDA guidelines.

5.1.2. **For International Pre-schools:** School fees are inclusive of meals and snacks. School fees are exclusive of term breaks. After school activities and holiday activities will be billed separately.

5.2. **Payment of Fees by Parents:** Invoices for Fees may be issued to one or more Parents but regardless of whom invoices are issued to, all Parents are jointly and severally liable for the full amount of all Fees.

5.3. **Payment of Fees by Third Party:** If Fees are to be paid by a company/employer, Middleton may require that a Letter of Guarantee/Instruction from the Parents or the relevant company/employer be completed and submitted with the registration form. Parents are responsible for keeping their company/employer informed of all information regarding Fees and payment terms. Regardless of whether Fees are being paid by a company/employer or the Parents, primary financial responsibility for all Fees remains with the Parents.

5.4. **Sibling Discount:** A discount is applicable on the gross school fees of sibling(s) enrolled with any campus under the Middleton brand (excluding EIS International Pre-School Pte. Ltd.). There will be no discount in relation to the sibling with the highest school fee, while a 10% discount will be applied to the school fees of all other siblings. In the event that any sibling ceases to be enrolled, the discount applicable to his or her siblings will be revised and reflected in the next invoice.

5.5. **Currency and GST:** All Fees and charges are payable in Singapore dollars (SGD). All Fees for services directly rendered by Middleton are subject to Goods and Services Tax (GST). GST is not applicable on the Deposit. All refunds will be without interest.



5.6. Outstanding payments: All payments must be settled promptly within seven (7) days from date of invoice. Where any amount due to Middleton or part thereof remains unpaid after the due date, Middleton reserves the right to:

5.6.1. Charge a late fee equivalent to interest on the overdue amount at the rate of 5% per month from the due date until payment; and/or

5.6.2. Cease supplying course materials (if any) and all services to the Student without prejudice to the obligation to pay Fees; and/or

5.6.3. Discontinue providing education to the Student.

5.7. Fee Revision: Middleton shall be entitled to revise any Fees payable from time to time during the Student's enrolment in Middleton. Any such revision will be notified to the Parents and the revised Fees shall be payable effective from the date stipulated in the notice.

5.8. Changes to Payment Methods: Middleton reserves the right to alter or restrict the methods by which it accepts payments at any time.

5.9. Set-Off, Deductions, etc: All amounts due to Middleton shall be paid in full without any set-off, counterclaim, deduction (including in respect of bank charges) or withholding.

6. SCHOOL CLOSURE AND EVENTS BEYOND CONTROL

6.1. Compulsory School Closure: In the event of any incident or event occurring within or affecting Singapore where the relevant campus is required by relevant authorities of the Government of Singapore (including but not limited to the Ministry of Health (MOH), Ministry of Education (MOE) and ECDA) to close during the occurrence and/or aftermath of such incident or event, Fees payable will not be prorated and Fees paid are non-refundable.

6.2. Voluntary School Closure: Middleton reserves the right to conduct a voluntary closure of any campus, in the event that Middleton determines that there are health and safety risks posed to the students, in which case Fees payable will not be prorated and Fees paid are non-refundable.

6.3. Events Beyond Control: Middleton shall not be in breach of this Agreement nor liable for delay in performing or failing to perform any of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control, including but not limited to (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law, change in law or action taken by a government or public authority; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; (h) recession; and (i) interruption or failure of utility service. If Middleton closes the relevant campus due to any such events, circumstances or causes, Fees payable will not be prorated and Fees paid are non-refundable.



7. MISCELLANEOUS

7.1. **Indemnity:** The Parents shall indemnify Middleton against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs (calculated on a full indemnity basis) and all other professional and administrative costs and expenses) suffered or incurred by Middleton arising out of or in connection with any default or delay by the Parents in performing their obligations under this Agreement.

7.2. Limitation of Liability:

7.2.1. Middleton shall not be responsible for any claims in connection with death, personal injury suffered, or damage to or loss of any property within or outside of its premises, except where Middleton is found to have been grossly negligent or guilty of wilful misconduct.

7.2.2. Middleton shall not be liable for any error, omission or misstatement in its website, literature or publications.

7.2.3. **Other Documents and Inconsistency:** All enrolments are subject to the terms and conditions in this Agreement, Middleton's school rules and all other student and parent handbooks issued by Middleton. If there is an inconsistency between any of the provisions of this Agreement and the provisions of Middleton's school rules or handbooks, the provisions of this Agreement shall prevail.

7.3. **Entire Agreement:** This Agreement, together with Middleton's school rules and all other student and parent handbooks issued by Middleton, constitutes the entire agreement between the parties in relation to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.4. **Amendment:** No variation of this Agreement shall be effective unless it is in writing and expressly agreed to by Middleton. Middleton reserves the right to add to or vary the terms of this Agreement at any time by giving notice to the Parents. Such notice may be given by post or email at the Parents' last-known postal or email address respectively, or by directing the Parents' attention to any such amended terms by any other means. By continuing to send the Student to the relevant campus after Middleton has given notice of any such amended terms, the Parents shall be deemed to have accepted and agreed to any such amended terms.

7.5. **Waiver:** No failure or delay by Middleton in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by Middleton shall prevent or restrict the further exercise of that or any other right or remedy.



7.6. **Severance:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

7.7. **Language:** If this Agreement is translated into any language other than English and there is a difference from the English language copy of this Agreement, the English language copy will prevail.

7.8. **Service of Notices:** Any notice or communication given to Middleton under or in connection with this Agreement shall be in writing and shall be served by delivering by hand to the address notified to the Parents, or by email to the email address notified to the Parents. Service of any such notice or communication shall be taken to have occurred only when such notice or communication is actually received by Middleton. Where delivery occurs after 4pm on a business day or on a day which is not a business day, service shall be deemed to have occurred only on the next following business day.

7.9. **Assignment, etc:** Middleton may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement. The Parents shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of their rights and obligations under this Agreement.

7.10. **Third Party Rights:** A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of its terms.

7.11. **Governing Law and Dispute Resolution:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Singapore. Each party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.



Middleton

Pre-School

By EtonHouse

We/I agree to abide by the conditions of the terms and conditions above. We are/I am responsible for the payment of all fees for the student named herein below:

Full Name of Student (*as in BC/FIN/UIN*)

BC/FIN/UIN of Student

Full Name of Parent/ Guardian (*as in NRIC*)

Full Name of Parent/ Guardian (*as in NRIC*)

NRIC/FIN/UIN of Parent/ Guardian

NRIC/FIN/UIN of Parent/ Guardian

Signature of Parent/ Guardian

Date:

Signature of Parent/ Guardian

Date:

Middleton Pre-School Pte Ltd

Date: