

MIDDLETON INTERNATIONAL SCHOOL TERMS AND CONDITIONS

1. TERMS AND CONDITIONS ("AGREEMENT")

- 1.1. This Agreement is made between Middleton International School Pte Ltd ("Middleton") and the parent or guardian ("Parent") of the relevant student ("Student"). This Agreement should be read in conjunction with the Student Contract.
- 1.2. The Parent is responsible for keeping Middleton updated on any known circumstances that might affect the Student's immigration status, enrolment, health or safety.

2. GLOSSARY OF TERMS

- 2.1. "Middleton" refers to all campuses in Singapore operating under the Middleton brand name.
- 2.2. "Term-weeks" refers to the school's calendar for the academic term excluding term breaks.
- 2.3. "Fees" can refer to one or more of the following: administration fee, confirmation fee, registration fee, insurance premium, school fee, transfer fee, late fee and any other fees listed in Schedule C of the Student Contract.
- 2.4. Headings to Clauses are for convenience only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the Clauses to which they relate.

3. REGISTRATION

- 3.1. **Registration:** Upon application of the Student with Middleton, a non-refundable administration fee is payable regardless of the outcome of the enrolment with Middleton. Registration is only completed upon payment of the administration fee, submission of duly completed application forms and all related documents to Middleton. A non-refundable confirmation fee is payable upon acceptance of the offer. Payment of the administration fee does not warrant a confirmed placement, and all applications are subject to review by the school.
- 3.2. **Pre-course Counselling:** Pre-course counselling is a mandatory part of the registration process. Parents will have to acknowledge receiving the pre-course counselling before signing the Student Contract.
- 3.3. **Confidentiality:** All documentation collected during application remains confidential and Middleton is not required to disclose this information to the Parent or any other person if it is not relevant or appropriate to do so.
- 3.4. **Student Pass Application:** Application of Student Pass may be required for the purpose of enrolment. If the Student Pass application is unsuccessful, the administration fee will not be refunded.
- 3.5. **MOE-Waiver Applications for Singaporeans:** MOE-Waiver application is required for all Singaporeans prior to studying at Middleton. If the application is unsuccessful, the administrative fee will not be refunded.

- 3.6. **Commencement Date:** As part of the application process, the Parent 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, the treatment of fees paid will be as stated in Schedule D of the Student Contract.
- 3.7. **Conditional Offer:** Some students may be offered a conditional offer after assessment by the school, which will be subjected to further review.
- 3.8. **Postponement of Commencement:** Any request to postpone 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, the treatment of fees paid will be as stated in Schedule D of the Student Contract.
- 3.9. **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 school(s) will apply.
- 4.0. **Students with Special Education Requirement(s):** Middleton must be informed 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 of Documentation:** All documentation 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 Parent or any other person if it is not relevant or appropriate to do so.
- 4.2. **Attendance:** Middleton operates on a regular timetable and it is a contractual obligation on the part of the Parent to ensure that the Student meets the minimum attendance requirements stipulated by relevant authorities such as Immigration Checkpoint Authority (ICA).
- 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. A parent letter or Medical Certificate must be submitted to the school for any absence.
- 4.4. **Extra Curricular Activities (ECAs):** ECAs are available through external vendor(s), details are available from the reception office of the relevant campus. Details will be shared electronically at the beginning of each semester. Subscription to these ECAs is at your sole 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 ECAs.
- 4.5. **School Bus Service:** School bus service is available through external vendor(s). Details are available from the reception office of the relevant campus. Subscription to the school bus service is at your sole 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:** The purchase of school uniforms and hats are available from the Parent Liaison office of the relevant campus. The wearing of school uniform is compulsory for all students, refer to the parent handbook for the uniform requirements.
- 4.7. **School Closure:** In the event of any incident or event occurring within or affecting Singapore where the school is required by relevant authorities of the Government of Singapore to close during the occurrence and/or aftermath of such incident or event, fees payable will not be pro-rated and fees paid are non-refundable.
- 4.8. Middleton reserves the right to conduct a voluntary closure of the school, in the event that Middleton determines that there are health risks posed to the students. Middleton also reserves the right to close the school for a period of time as determined by the Ministry of Health (MOH), Ministry of Education (MOE), the Skills & Workforce Development Agency (SWDA) or any other Government authority in the event that it is mandated by any aforementioned party that the school close due to health risks posed to the students. In both voluntary and mandatory closures, fees payable will not be pro-rated and fees paid are non-refundable.
- 4.9. **Course Fees:** Course fees are payable in advance in accordance with Schedule B of the Student Contract. Miscellaneous items in Schedule C of the Student Contract will be billed separately. For a new Student commencing within the academic term, school fees will be pro-rated on a weekly basis, according to the number of term-weeks left in the academic term. In the event of non-payment of Course Fees, the Student's enrolment may be affected.
- 4.10. **Payment of Fees by Third Party:** If school fees are to be paid by a company/employer, Middleton may require that a Letter of Guarantee from the relevant company/employer be completed and submitted with the application form. Parents are responsible for keeping their company/employer informed of all information regarding fees and payment terms. Regardless of whether school fees are being paid by a company/employer or the Parent, primary financial responsibility for all fees remains with the Parent.
- 4.11. **Sibling Discount:** A discount is applicable on the gross school fees of sibling(s) enrolled with Middleton. Sibling with the highest school fee - No change; All other siblings - 10%. In the event where any sibling ceases to be enrolled, the discount applicable to his or her siblings will be revised and reflected on the next invoice. The sibling discount is not applicable to the fees in Schedule C of the Student Contract.
- 4.12. **Insurance:** The Student will be covered by insurance plan(s), provided by licensed insurer(s) engaged at Middleton's discretion. Subscription to the insurance plan(s) is compulsory and recurs annually throughout the Student's enrolment with Middleton. A policy summary can be obtained from the Middleton website.
- 4.13. **Students with Special Education Requirement(s):** Where a Student with a special education requirement (as determined by Middleton or the Parent) 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 school's regular programme 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.

- 4.14. **Inter-Campus Transfer:** In the event of an inter-campus transfer of the Student to another Middleton campus, all relevant and applicable fees and the terms and conditions of that campus will apply. A transfer fee will be applicable.
- 4.15. **Withdrawal:** If the Parent wishes to withdraw the Student from Middleton, the Parent must notify Middleton and submit a completed withdrawal form to Middleton. For withdrawals with sufficient notice, refund of any fees paid in Schedule B and C will be in accordance with Schedule D of the Student Contract. Any withdrawal requests received after the deadline stated in Schedule D of the Student Contract will not affect invoices already issued and these invoices will remain valid and payable in full. Any postponement of the withdrawal date is subject to the consent of Middleton.
- 4.16. **Suspension:** The Parent may be required to remove the Student temporarily or permanently from a Middleton campus if Middleton in its absolute discretion considers that (a) the conduct of the Student has been unsatisfactory or (b) the Student is or will be unable to benefit from the programme offered or (c) a Parent of the Student has treated Middleton's staff unreasonably; or (d) the Student fails to have valid pass.
- 4.17. **Expulsion:** The Student may be expelled at any time if Middleton in its absolute discretion considers that the conduct of the Student or the Parent has been prejudicial to good order or school discipline or to the reputation of Middleton. Following expulsion, all unpaid fees will have to be settled immediately. There will be no refunds of the current terms' fees in Schedule B and C, and all other refunds will be in accordance to Schedule D of the Student Contract.
- 4.18. Once the Student has been expelled or required to be removed permanently from the School, the enrolment of the Student will be at an end and Middleton will have no obligation to allow the Student to be enrolled again at any Middleton campus.
- 4.19. **Compliance with Singapore Law:** In the event that a student is found to be in infringement of any law or regulation of Singapore, Middleton International School will act in accordance with the requirements of the relevant local authorities. The School will cooperate fully with such authorities and reserves the right to take any necessary internal measures, including but not limited to disciplinary action, to ensure compliance with the law and the safety and well-being of the school community.
- 4.20. **School Meals:** The subscription of school meals is optional. Meals will be provided to the students after payment has been received. Ad-hoc meal purchase is available. In the event of any non-payment of meals subscription, it is deemed as a withdrawal of subscription and no meals will be served.

5. PAYMENT TERMS

- 5.1. 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). All refunds will be without interest.
- 5.2. **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, the School reserves the right to:
- 5.2.1. Charge a late fee equivalent to interest on the overdue amount as per Schedule C from the due date until payment; and/or
 - 5.2.2. Cease supplying course materials (if any) and all services to the Student without prejudice to the obligation to pay fees; and/or
 - 5.2.3. Discontinue providing education to the Student.

- 5.3. **Fee Revision:** Middleton shall be entitled to revise fees from time to time during the Student's enrolment in Middleton. Any such revision will be notified to the Parent by an addendum or Student Contract.

6. GENERAL CONTRACTUAL MATTERS

- 6.1. All enrolments are subject to the terms and conditions in this Agreement and the Student Contract, 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 Student Contract, and the provisions of Middleton's school rules or handbooks, the provisions of the Student Contract shall prevail.
- 6.2. **Personal/General Data Protection:** Middleton will collect, use and disclose our student's personal data in accordance with the Personal Data Protection Act (PDPA) and (if and to the extent applicable) the General Data Protection Regulation (GDPR). Middleton's Personal Data Protection Policy Statement can be found on the Middleton website.
- 6.3. **Intellectual Property:** Middleton reserves all rights and interests in any intellectual property rights arising as a result of the actions or work of a student in conjunction with any member of staff and/or other students at Middleton for a purpose associated with the School. Middleton may, at its discretion, allow the student's role in creation/development of intellectual property rights to be acknowledged.
- 6.4. **Defamation/Violation of Privacy:** The Parent must not (and shall ensure that other parents 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.
- 6.5. **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 Parent, or by email to the email address notified to the Parent. 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 5pm 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.
- 6.6. **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.
- 6.7. **Entire Agreement:** This Agreement 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 with the exception of the Student Contract.
- 6.8. **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 Parent. Such notice may be given by post or email at the Parent's last-known postal or email address respectively, or by directing the Parent's attention to any such amended terms by any other means. By continuing to send the Student to the relevant Middleton campus after Middleton has given notice of any such amended terms, the Parent shall be deemed to have accepted and agreed to any such amended terms.

6.9. Reservation of Rights: Middleton reserves the following rights:-

- 6.9.1. To alter the content, nature and venue of a programme at any time;
- 6.9.2. To alter the details of any published information at any time; and
- 6.9.3. To alter method of payment if deemed necessary at any time.

7. OTHER TERMS AND CONDITIONS

- 7.1. 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 the school's premises, except where Middleton is found to have been grossly negligent or guilty of wilful misconduct.
- 7.2. Middleton shall with its best due diligence ensure that there are no errors, omission or misstatement in its website, literature or publications.
- 7.3. Middleton reserves the right without prior notice to make changes as deemed appropriate in course offerings, curricula, academic policies, and other rules and regulations affecting students and to substitute any teaching staff at any time.
- 7.4. All amounts due to Middleton shall be paid in full without any set-off, counterclaim, deduction (including in respect of bank charges) or withholding.
- 7.5. 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 natural disaster; epidemic or pandemic; 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; nuclear, chemical or biological contamination or sonic boom; any law, change in law or action taken by a government or public authority; collapse of buildings, fire, explosion or accident; labour or trade disputes, strikes, industrial action or lockouts; recession and interruption or failure of utility service.
- 7.6. 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. 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 Parent shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 7.8. 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.
- 7.9. 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 International School

By EtonHouse

7.10. The Parent 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 Parent in performing his or her obligations under this Agreement.

7.11. If this agreement is translated in any language other than English and there is a difference from the English language copy of this agreement, the English language copy will apply.

8. PEI – STUDENT PUBLIC TRANSPORT CONCESSION CARD APPLICATION

8.1. Parents of eligible students who wish to obtain the Private Education Institution (PEI) Student Concession Card must submit a written request to the school at admin.tampines@middleton.edu.sg on an annual basis.

8.2. Processing and Approval of Concession Card issuance is subjected to SimplyGo. For further details, please refer to: <https://simplygo.com.sg/concession-monthly-travel-cards/students/private-education-institution-student-concession-card/>