

## TERM & CONDITIONS GOVERNING ENROLMENT & ADMISSION

Please read the policies and the terms and conditions governing the admission to the School and the child's continued enrolment as student at the School, as set out below:

### PERSONAL INFORMATION

1. **Parent understands that any false, inaccurate or misleading information could lead to rejection of the application to be admitted or to the child's offer of a place in this School being withdrawn by the School.**
2. **The parent must at all times inform the School of any changes to information given on admission in writing.**
3. **Parent hereby gives his/her consent to the School to take such photographs, images, recordings, works or derivative works of the child and to use, free of charge, such photographs, images, recordings, works or derivative works in any media and for whatever purpose as the School shall deem fit, including without limitation for any promotional materials, including but not limited to brochures, flyers or website of the School.**
4. The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of a Student in conjunction with any member of staff of the School and/or other Students at the School for a purpose associated with the School. Any use of any such intellectual property rights by a Student is subject to the terms of a licence to be agreed prior to the use between the Student, his/her Parents and the School. The School will allow the Student's role in creation/development of intellectual property rights to be acknowledged.
5. All notices, letters and correspondence from the School may be sent to the parent at the address set out in the Application for Admission Form and shall be deemed sufficiently served if sent by ordinary post or if the same is handed over to the child.

### APPLICATION FEE AND ADMISSIONS PROCESS

1. An 'Application Fee' is payable in full for each submission of the Application after which the Applicant is a candidate. Please refer to fee schedule for details. The Application fee shall be payable in one payment by either a cheque or bank draft, bank transfer or cash payment made payable to Nexus International School at the same time of the submission of the Application for Admission Form. Cheques and other instruments delivered at any time after the first day of term will be presented immediately, and will not be considered as payment until cleared.
2. Applicants will be considered as candidates for admission and entry to the School when the Application Form has been completed and returned to us and the non-refundable/non-transferable Application Fee paid and cleared.
3. Admission and entry will be subject to the availability of a place and the child satisfying the admission requirements at the time. The receipt of the Application Fee by the School does not oblige the School to admit the child. "Admission" occurs when Parents accept the offer of a place. "Entry" is the date when a child attends the School for the first time under this contract.
4. The Application Fee covers an application for admission to the School for the Term and Academic Year applied for. A new Application Fee will be imposed if any of the following occurs:
  - (a) A deferment of an application to a future Term/Academic year for more than (1) one time.
  - (b) The application is withdrawn by parents/guardian with or without an offer of place.

- (c) The application is unsuccessful for the second time due to unsatisfactory assessments.
  - (d) Parents/Guardian do not respond by a stipulated date to accept the offer.
  - (e) Parents/Guardian are no longer in contact with the school at the last known address.
  - (f) Any other terms and conditions not mentioned herein, governing Enrolment and Admission.
5. If the assessment results are not satisfactory, the Parent shall inform the Admissions personnel should he/she decide to re-apply or otherwise, within the stipulated date as stated in the Rejection letter. Parents may re-apply for the future, with at least six (6) months' gap from the last assessment, with no additional cost involved.
  6. If an offer is declined by the Parent in writing or by default, the application will automatically be cancelled.
  7. Should the Parent wish to re-apply after the application is cancelled, the application will be treated as a fresh application and the then prevailing Application Fee is applicable according to the Fee Schedule of the Academic Year, at the time of the re-application. For avoidance of doubt, the application shall be placed on queue again in the relevant Year Group, Term and Academic Year.
  8. The admission of the child is at the absolute discretion of the School and the School is not obliged to offer any justification for the rejection of any application. Similarly, placement of the child is also at the absolute discretion of the School and in this regard, the School generally takes into consideration various factors, including the child's age, academic ability, level of achievement relative to the School's current students and the child's behaviour.

## FEES

1. On being offered a place, the parent shall pay immediately the required registration fees, full term fee, security deposits and other fees (including co and extra curriculum fees) at the rate applicable for the term for which the place is offered (Please refer to fee schedule for details).
2. Please note that fees are normally reviewed on an annual basis and that the fees indicated on the current fee schedule may not be the fees applicable for subsequent terms. For the avoidance of doubt, the School reserves the right to revise the fee payable.
3. Fees for subsequent terms are payable in advance, to be paid before the commencement of the first day of the term. There is a 5% penalty added to any outstanding balance past due, which is a genuine pre-estimate of the cost to the School of a default. Students are not allowed to attend class unless all fees payable including penalty (if any) have been paid in full.
4. An agreement with a third party to pay the Fees or any other sum due to the School does not release Parents from any liability under these terms and conditions or affect the operation of these terms and conditions unless an express release has been given in writing signed by the Principal. The School reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
5. **Parent may withdraw the child from the School by giving the School ONE (1) full academic term's notice, failing which the fee deposit SHALL be forfeited.** The said notice shall set out the date of such withdrawal ('Withdrawal Date'), failing which the same shall be deemed as insufficient notice. Please note that the notice of withdrawal must straddle ONE (1) FULL ACADEMIC TERM. In amplification hereof the following illustrations of what constitute insufficient notice:
  - (a) If it is intended that the child will leave the School at the end of an academic term, notice of withdrawal must be received by the School not later than the end of the first day of the same academic term, failing which the deposit shall be forfeited.
  - (b) If the child is withdrawn from the School prior to the Withdrawal Date.
  - (c) If the notice of withdrawal does not set out the Withdrawal Date.
 Provisional or conditional notice of withdrawal is not accepted. If the child is not withdrawn from the School on the Withdrawal Date, a fresh notice of withdrawal of not less than ONE (1) full academic term must be received by the School. The provisions of this clause 10 will apply in the case of prolonged absence of the child from the School.

6. All deposits paid under no circumstances be treated as payment of tuition fees or any part thereof and any other payments required to be paid and may not be used to set-off any amount due and payable by the parent. The parent shall pay such additional monies as are necessary to top up the deposit to maintain its equivalence to one term's tuition fee on or before the commencement of the relevant academic term.
7. All monies refundable under the conditions hereof shall be refunded free of interest and must be claimed by the parent within one (1) year from the date the child ceases to be a student of the School, failing which the parent consents and confirms that the School shall immediately and is hereby duly authorised to transfer the said monies into the School Improvement Fund, whereupon the parent shall have no claim in respect of such monies whatsoever. The School shall be entitled to utilise such monies in the School Improvement Fund as the School deems fit.
8. Where a child has been withdrawn from the School and applies for re-admission, no registration fee will be payable if the child is re-admitted (subject to availability of place) with three (3) academic terms from the date the child left the School, the Application Fee, re-entry fee, tuition fee, deposit and other fees payable, all at then prevailing rate, are required to be paid prior to such re-admission.
9. **If the parent fails to pay any payment due and payable, the School reserves the right to withhold all examination results, certificates and school records of the child.**

#### BEHAVIOUR AND PARTICIPATION

1. **Parent understands that the Student is expected to take a full part in the activities of the School, to attend punctually on each school day, to work hard, to be well behaved and to comply with the school rules about the wearing of uniform. Each family is supplied with a copy of the Parent and Student Handbook giving information about the ethos and rules at the School. The purpose of the school rules is to help every Student to know what is expected and to encourage courtesy and consideration for others. Each Student and Parent should read the Parent and Student Handbook.**
2. **Parent understands that unless excused by the school on medical grounds or other compelling cogent reasons, a student must attend classes regularly, participate in all relevant school or extra and co-curricular activities (including Physical Education and swimming lessons) and sit for all relevant examinations applicable to the student. Failure to do so, shall entitle the School to take such actions as may be required, including limitation, requiring the student to repeat (an) academic term(s) or to be withdrawn from the School.**
3. **Parent consents to allow their child to participate in residential and day out-of-school field or school trips, theatre performances or shows and that all fees payable, including expenses thereby incurred will be on the parent's or guardian's account.**
4. The School reserves the right to place the child in a class which the Head of School deems academically and developmentally suitable to the child's needs at anytime and from time to time whilst the child is enrolled at the School.
5. The School reserves the right to suspend or expel a child in a case of misconduct or a serious breach of discipline, particularly if this has a detrimental effect (in the opinion of the School) on the other students in the School.
6. In addition to the right of expulsion provided in the clause above, the School may require at any time the withdrawal of a child from the School for any reason at the discretion of the Head of School. Reasons may include matters related to the child's inability to participate in or benefit fully from the School's curriculum or if there is a breach by the parent or the child of any matters or things set out herein.

#### HEALTH AND SAFETY

1. Parent may request permission to take their child from school during the day or for periods of up to one week for family events and urgent appointments. These include, but are not limited to, medical appointments, Friday prayers, family holidays and cultural or religious celebrations. The school will

- approve any reasonable requests (at the School's discretion) for such absences and the parent will not be entitled to make any claim against the school arising from such approval.
2. In the interest of the child and/or other students of the School, the Head of School may at his/her discretion prohibit the child from attending at the School for such period as the Head of School deems necessary in the event of the child having a contagious or infectious disease or illness or in the event of an outbreak of a contagious or infectious disease or illness at the School regardless of whether the child is infected or otherwise. Parents must comply with the quarantine regulations made by any School medical officer or any medical practitioner as varied from time to time. The parent or child shall have no claim against the School arising from such action taken by the Head of School.
  3. **Parent gives his/her consent that in case of emergency, where neither parent or guardian can be contacted or contacted in time, the Head of School may authorise the medical examination of the child, the calling of further medical or specialist advice, or send the child to a clinic/medical centre/hospital All costs for the emergency medical treatment shall be borne by the parents/guardians wholly or in such event indemnify the school for such payment. Under such circumstance where the safety of the child is top priority, the parents/guardians shall not hold the School or related companies or its staff responsible for such medical treatment administered with whatever consequences.**
  4. **Parent gives his/her consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a student in distress or to maintain safety and good order, or in connection with the Student's health and welfare. Parents also consent to their child participating in contact and non-contact sports and other activities as part of the normal School and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.**
  5. **Parent confirms and agrees that the School shall not be liable for any death, personal injury or any loss or damage of any kind whatsoever which the child may sustain on his person or property at any time either within the School premises or elsewhere which is not attributable to the negligence of the School, its officers or employees.**
  6. **Parent acknowledges that the School incorporates the usage of Internet in the curriculum to enhance the child's development activities and agrees that the School has made clear the importance of cyber safety and has implemented sufficient security measures to shield the child from potential threats on the Internet. The parent agrees that he/she will share responsibility in monitoring the child's Internet usage and is aware of the Acceptable Use Policy.**
  7. Students are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name.
  8. Students are responsible for the safe condition and use of all digital & electronic appliances that they bring on to school premises.
  9. **Parent is aware of and agrees that the School will incorporate sex education in the curriculum.**
  10. The surau facilities within the School will be made available for Muslim students who participate in the Agama lessons and/or wish to conduct prayers during school hours. The parent will take the responsibility to inform the School prior to the usage of the surau or request that the child use the surau at school to pray. The School will grant all reasonable requests (at the School's discretion) but does not provide supervision for children in the surau.

#### TERMS OF REFERENCE

1. The School shall be entitled at anytime to amend, add or delete any terms and conditions in respect of the admission of the child, his/her continued enrolment at the School or any matters related thereto. These Terms and Conditions are intended to promote the education and welfare of each student and the stability, forward-planning, proper resourcing and development of the School. Parents are requested to

check the website <http://www.nexus.edu.my> for the latest version of the terms and the Parent agrees to be bound by the latest version of the terms.

2. The School may at anytime and from time to time make such rules and regulations relating to the conduct of students in the School and all such matters or things which the child and/or parent may be required to do or comply with as a student of the School. A breach of any such rules and regulations shall be deemed to be breach of the terms and conditions therein.
3. All references herein to 'parent' shall mean any and all parents and/or any and all guardians of the child and the provisions herein shall be binding on them jointly and severally.
4. All references herein to 'student' shall refer to the child who is the applicant, candidate or enrolled person at the school.
5. The School/We/Us means The Nexus International School, a private international school fully owned by Garden International School Sdn. Bhd. (Company No: 3211-T), a company registered under the Companies Act 1965.
6. The Head is the person appointed by the Taylor's Education Group to be responsible for the Student and includes those to whom any of the duties of the Head or the School have been responsibly delegated. The expression "the Head" in these Terms and Conditions means, where appropriate, the Principal of Nexus International School and/or the President of the School Division for Taylor's Education Group.
7. "The Parent/s" means any person who has signed the Acceptance Form and/or any person appointed by the Parent of the child as Education Guardians.
8. Education Guardians: When both Parents reside outside Malaysia, Parental Responsibility must be delegated to a suitable adult resident in Malaysia who has agreed to take full Responsibility for the Student when not at school, to whom the School can apply for authorities when necessary and who can, if necessary, come to the School at short notice. The School can accept no Responsibility during exeats, half term or the holidays for Students whose Parents are resident abroad and the Parents and guardians of such Students must make holiday arrangements, including travel to and from school, well in advance. The Responsibility for choosing an appropriate education guardian rests solely with the Parents.
9. Terminology: In these Terms and Conditions "Suspension" means that a Student has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Management Review. "Withdrawal" means that the Parents have withdrawn the Student from the School. "Expulsion" and "Removal" mean that the Student has been required to leave ("asked to leave") the School permanently in the circumstances described below. "Released home" means that the Head has consented to the Student being away from school for a specified period of time. "Exclusion" means that the Student may not return to school until arrears of Fees have been paid. "Exclusion" may also be used as a general expression covering any or all of the other expressions defined in this clause.
10. Force Majeure: An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include but not limited to such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic disease, failure of utility service or transportation. If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement 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. If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification shall notify the other of the steps to be taken to ensure performance of this Agreement.
11. Only the School and the Parents are parties to this contract. The Student is not a party to it. A third party who pays the fee on behalf of the student is not a party to the contract. The acts and omissions of Parents are binding on the Student and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Student and vice versa.
12. The Parents will behave appropriately when on School premises. This includes complying with the School's Rules and Regulations currently in force in relation to parking within School grounds.



Embracing Diversity. Challenging Minds.

**NEXUS INTERNATIONAL SCHOOL, PUTRAJAYA**

No.1 Jalan Diplomatik 3/6 Presint 15,

62050 Putrajaya, Malaysia

t +603 8889 3868 f +603 8889 4828

enquiry@nexus.edu.my

[www.nexus.edu.my](http://www.nexus.edu.my)

13. The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions. This contract was made at the School and is governed exclusively by the laws of Malaysia.
14. PDPA: The School is committed to comply with the Malaysian Personal Data Protection Act PDPA 2010 in protecting our learners' and parents' personal information with the school. The School's Privacy Policy, which can be obtained from the school's website explains amongst other things how we handle your child's and your personal data that we collect as well as your rights over your personal data. Please read and understand the content of the Privacy Policy.

*\*Nexus International School, Putrajaya, wherever mentions means The Nexus International School, a private international school fully owned by Garden International School Sdn. Bhd. (Company No: 3211-T).*

