COMPLETE TERMS AND CONDITIONS

1. Introduction

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

i. the Letter of Offer issued by the College, the Acceptance Form executed by the Parents and the terms and conditions therein;
ii. the Admissions Joining Form executed by the Parents and the terms and conditions therein;
iii. the Other Terms for the specific College Programme;
iv. the Fee Schedule for the specific College Programme; and
v. the notices, advisories, rules, guidelines, procedures and policies issued by the College from time to time (collectively referred to hereinafter as the "Complete Terms and Conditions")

The Complete Terms and Conditions form the legally binding contract between the Parents and the College for the provision of educational and boarding services to the Pupil. The Complete Terms and Conditions are intended to promote the education and welfare of Pupils and the stability, forward- planning, proper resourcing and development of the College. The Letter of Offer, the Other Terms, the Fee Schedule and the provisions of the Complete Terms and Conditions constitute the complete contractual relationship between the College and the Parents/Pupils. In the event of any discrepancies, the more stringent set of rules shall apply.

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

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

b) **Parents' obligations:** The Parents are legally responsible, jointly and severally, for complying with their

obligations under the Complete Terms and Conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent or third party credit provider) will be subject to a separate agreement between the College, the Parents and the third party.

c) **Immigration:** Parents are to appoint a legal guardian or an education guardian acceptable to the College who resides in Peninsular Malaysia should Parents not be residing in Peninsular Malaysia during the course of the Pupil's study at the College.

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

d) **Variations:** The Complete Terms and Conditions are subject to change from time to time to reflect changes in the law or in custom and practice at the College.

2. Terminology

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

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

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

Parents or You: means the father and mother of the Pupil notwithstanding whether only one of them has signed the Acceptance Form to the Letter of Offer.

Pupil or Child: means the child named on the Acceptance Form to the Letter of Offer and may be used interchangeably in this document.

3. Application, Enrolment Fee, Deposit, Tuition Fees and Boarding Fees, other Fees and payment terms

a) Application

i. All Parents who intend to enrol their child to the College, must submit the duly accurately completed and signed Application Form. Any false, misleading or inaccurate information could lead to rejection of the application for admission to the College. In the event of any changes to such information, the Parent is to immediately inform the College. The Parents hereby authorises the College to contact the previous educational institutions or such medical officers, if applicable or relevant, for further information relating to the Pupil in considering the Pupil for admission.

An Application Fee (refer to the Fee Schedule) is payable in full with each submission of the Application Form by eitherFlywire, a crossed cheque, bank draft, bank transfer or cash (not preferred).

ii. The Application Fee shall be a one-off payment and covers an application for admission to the College for the Term and Academic Year applied for. Kindly be informed that the Application Fee is non-transferable and non-refundable regardless of whether the Pupil is successful in the admission to the College or not. The receipt of the Application Fee does not guarantee nor place any obligation to the College to assess and/or admit a Pupil. The College shall have the final decision in the admission process.

Only the duly completed and executed Application Form (with accurate information and Application Fee paid) shall be considered for admission.

b) **Enrolment Fee and Deposit**

Enrolment: These provisions are part of the terms and conditions set out in the Letter of Offer and are repeated here in context and terminology. In the event of any conflict, the more stringent set of rules shall apply :-

i. Parents shall pay the ***non-refundable*** **Enrolment Fee** to the College within fourteen (14) days from the date of the Letter of Offer alongside the duly signed Acceptance Form. For avoidance of doubt, the College reserves its rights at all times to amend the Enrolment Fee including any rebates and/or waivers of the Enrolment Fee.

ii. Parents shall pay the deposit, amount as outlined in the relevant Fee Schedule posted on the College website at any given time ("**Deposit**"), for the purpose, inter alia, of securing a spot throughout the tenure of the Pupil at the College and security for the performance of the fee payment obligations of the Pupil and Parents under these terms and conditions, within 30 days from the invoice date unless otherwise specified on the invoice. This Deposit must be maintained throughout the tenure of the Pupil in the College. In the event of increase of the Deposit sum (where applicable), the Parents shall, within seven (7) days from the date of the Parents' receipt of the College's written request, pay or top-up such further sum or sums to reinstate the Deposit to be equivalent to the amount as outlined in the relevant Fee Schedule posted on the College website. For avoidance of doubt, the College reserves its rights at all times to amend the payment terms of the Deposit, including any rebates or payment timeline of the Deposit.

iii. The Deposit and all fees paid upon confirmation of enrolment will not be refunded or shall not be transferable, if, after being confirmed a place, the Pupil does not attend classes thereafter.

iv. The Deposit shall be refunded to the Parents directly, less deductions made for any outstanding fees or any other payments due, including but not limited to, for the cost for replacing any damaged books, repair of damages in the boarding house, restoring and replacing damaged furniture and furnishing, or other items of property (including keys), provided that the Parents/third party payer has provided one full Term's Written Notice to the College. Such one full Term's Written Notice shall be received by the College before the end of the preceding Term. Failure to provide sufficient notice will result in the forfeiture of the Deposit. Even in

the event the child has a long term absence, one full Term's Written Notice is still applicable. For avoidance of doubt, the long term leave of absence must be made in writing and the College reserves the right to take this request into consideration subject to the full term fee and Deposit (topped up where applicable) are paid.

v. The College reserves the right to wholly forfeit the Deposit where the College terminates the enrolment of the Pupil for any reason which the College, at its absolute discretion, deems fit.

c) Tuition Fees and Boarding Fees and all other Fees

i. Parents shall pay all outstanding Fees, including but not limited to Tuition Fees and Boarding Fees (where applicable) within 30 days from the invoice date unless otherwise specified on the invoice.

ii. The College reserves the right to impose a late payment charge on all outstanding Fees and payments which have not been paid in accordance with the deadline stipulated in the invoice. The College further reserves the right to apply any monies received, first for payment of the late charges and the balance, if any, shall be deemed towards the payment of the outstanding amount due.

iii. All Fees and charges will be paid via credit card (a surcharge is applicable), the Flywire platform, bank transfer, cheque or cash (not preferred). All fee and charges are made payable to :-

Bank Name:	**EPSOM COLLEGE MALAYSIA SDN BHD**
Bank:	**Alliance Bank Malaysia Berhad**
Bank Address:	**Menara Multi Purpose, Capital Square, No.8, Jalan Munshi Abdullah, 50100 Kuala Lumpur.**
Account Number:	**140820011096652**
SWIFT code:	**MFBBMYKL**

iv. The College reserves the right to not allow the Pupil to attend class unless all outstanding payments payable have been duly paid. For the avoidance of doubt, "outstanding payment" refers to any payment or any part thereof which is required to be paid to the College by the Pupil and/or the Parents under this Complete Terms and Conditions which remains unpaid.

v. The College also reserves the right to withhold all examination results, certificates and school records of the Pupil including restricting parent and/or pupil access to the school's information systems.

vi. In the event of any outstanding payment remaining unpaid after a period of fourteen (14) days from the due date stated in the invoice, the College, notwithstanding any other rights and remedies available to the College (including the Removal of the Pupil), shall be entitled to (without being obliged to do so) set-off the Deposit against the outstanding payment (including

late payment charges calculated up to the date of the set-off) and the Parents shall be notified in writing of such set-off. For purposes of clarity, the maintenance of the Deposit mentioned in clause 3 (b)(ii) remains applicable and Parents shall top up the Deposit to maintain the amount as outlined in the relevant Fee Schedule as posted on the College website within seven (7) days of notification of the set-off, failing which, the College reserves the right not to allow the Pupil to attend class until the Deposit is reinstated or in place.

Tuition Fees and Boarding Fees shall be reviewed on an annual basis and the fees indicated on the current Fee Schedule is liable to change and may not be the Fees applicable for the Term for which the place is offered.

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

viii. The College reserves the right to wholly forfeit the Tuition Fees and Boarding Fees where the College terminates the enrolment of the Pupil for any reason which the College, at its absolute discretion, deems fit or in the event of a long term leave absence of the Pupil.

ix. For avoidance of doubt, the long term leave of absence must be made in writing and the College reserves the right to take this request into consideration subject to the full term fee and Deposit (topped up where applicable) are paid. The term fee and Deposit will not be refunded if the Pupil does not attend classes after the period of "long term leave of absence".

x. A Change of Program form must be submitted to the Student Services team with one Full Term's Written Notice for Pupils to change status from Boarding to Day and vice versa unless in exceptional circumstances and by agreement with the Bursar. In such circumstances of a change in status without one Full Term's Written Notice, boarding provisions will be immediately withdrawn and made available to new Pupils. The College can provide no guarantee that the same boarding provision can be resumed at a later date.

xi. In the event a Pupil commences a term in residence as a boarder, no refund of the term's Boarding fee will be given for any decision by the Parents to change the status of the Pupil to day, or the sudden withdrawal of the Pupil from the College, mid-term or in the event of a Force Majeure.

xii. In the event of a Force Majeure event and a Pupil not being able to commence the term in residence as a boarder, the Governing body will determine the discount to be provided to Parents. Any discount given will be credited to the Pupil's account for the next term's fees. For further details of Force Majeure refer to section 11.

d) **Fees and Charges:** may include, but not be limited to the application fee, the Enrolment Fee, the Deposit, Tuition Fees, Boarding fees, technology fees, EAL ("English as Additional Language") fees or other extras such as house charges, excursion fees, additional sports coaching fee, musical instruments lessons, visa application fee and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil alone or with others

has caused wilful loss or damage to the College property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred.

e) **Payment of Fees and Charges:** The Parents jointly and severally agree to pay the Fees and charges directly to the College. Except where a separate agreement has been made between the Parents and the College for the deferment of payment of any Tuition Fees, Tuition Fees for each Term are due and payable within 30 days from the invoice date unless otherwise specified on the invoice. If an item on an invoice (not being in relation to the Enrolment Fee, the Deposit and the Tuition Fee) is under query, the balance of that invoice must be paid.

f) **Payment of Fees by a third party:** An agreement with a third party (such as an employer, grandparent, step-parent or third party credit provider) to pay the Fees or any other sum due to the College does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The College reserves the right to refuse a payment from a third party.

g) **Indemnity**: If the College is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the College against all losses, expenses (including all legal expenses) and interest suffered or incurred by the College.

h) **No Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions herein to make a refund or reduction, Tuition (and Boarding) Fees will not be refunded, reduced or waived if:-

i. the Pupil is absent through illness; or
ii. the Pupil is suspended from attending classes for whatever reasons; or
iii. a Term is shortened or a vacation extended; or
iv. the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or
v. the College is temporarily closed due to adverse weather conditions; or
vi. the College is temporarily closed due to regulatory or government directives or Force Majeure; or
vii. for any reason at the sole discretion of the Head of School.

i) **Exclusion for non-payment:** The College reserves the right to exclude the Pupil on three (3) days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of twenty-eight (28) days, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of notice will be payable. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not arise. The College may withhold certificates, examination results, or any academic and pastoral related reports and information, character references or property while Fees remain overdue.

j) **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate agreement made between the Parents and the College, simple interest may be charged on a

day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 10% per annum which represents a genuine pre-estimate of the cost to the College of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the College in the recovery of any unpaid Fees regardless of the value of the College's claim.

k) **Part-payment:** Any sum tendered that is less than the sum due and owing may be accepted by the College on account only. Late payment charges will be applied to any unpaid balance of Fees.

l) **Appropriation:** Save where the Parents expressly state the contrary, the College shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one Pupil may also be appropriated by the College to the unpaid account of any other Pupil of the Parents.

m) **Instalment arrangements:** An agreement by the College to accept payment of current and / or past and /or future Fees by instalments is at the absolute discretion of the College and will be subject to a separate agreement(s) between the Parents and the College. Where there are inconsistencies between the Complete Terms and Conditions and those of any instalment agreement or invoice issued by the College to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

n) **Composition schemes:** An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.

o) **Scholarships and bursaries:** Every scholarship, bursary or other award or concession, which is given at the absolute discretion of the College, is a privilege, not a right/entitlement, and is subject to high standards of attendance, diligence, performance and behaviour on the Pupil's part and the reasonable treatment of College and its staff, on the Parents part. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed.

However, it is the duty of Parents to immediately disclose any change in the financial circumstances of the Parents in receipt of a bursary from the College. Failure to do so will entitle the College to forthwith withdraw what has been given.

p) **Fees and charges increase:** Fees are reviewed annually by the Board of Governors and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase, they may give to the College written notice of withdrawal of the Pupil within twenty-one (21) days and will not be liable to pay Fees in lieu of Notice and the Enrolment Fee if the Pupil has not already been admitted and the Deposit, if paid, will be refunded without interest less any sums owing to the College. Besides the Fees, Parents may be charged from time to time for particular activities or expenses as the College deems fit.

q) **Information about Fees:** The Parents' consent to the College making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the College informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this College are unpaid.

r) **Anti-money laundering:** Parents further confirm that the funds transferred / paid to the College were from a lawful source and not connected to any unlawful activity, including but not limited to money laundering or terrorism financing.
Parents hereby agree to fully and unconditionally indemnify and hold harmless the College against any potential or present claims, losses, damages, liabilities, costs, or expenses (including legal fees) arising from or in connection with the funds transferred / paid to the College that may be deemed connected to any unlawful activity, including but not limited to money laundering or terrorism financing.
From time to time, the College may need to obtain satisfactory evidence regarding the source of funds for the payments made to the College. Parents will comply with any such written request made by the College.

s) **Enforcing non-payment**: All costs and expenses (including professional fees and disbursements on a solicitor-client basis) whatsoever that is incurred by the College in enforcing its rights hereunder, including but not limited to, for claims of any outstanding Fees and charges/payments, shall be wholly borne by and claimable from the Parent/guardian and/or Pupil.

t) **Set-off:** Notwithstanding any other provisions of the Complete Terms and Conditions, in the event of any other payment or refund to be refunded by the College to the Parents, the College may (without being obliged to do so) set-off the same against any outstanding payments owing and payable by the Parents to the College under these Complete Terms and Conditions.

4. Educational matters

a) **Provision of education:** The College will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil and to provide education to at least the standard required by law in the particular circumstances, but cannot guarantee that the Pupil will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.

b) **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head of School, is most appropriate to the College community as a whole. We will endeavour to inform the Parents of changes and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress, they should contact the Pupil's Housemaster or Housemistress, or other appropriate member of staff, as soon as possible, or contact the Head of School in the case of a serious

concern.

c) **Progress reports:** The College shall monitor the Pupil's progress and shall report regularly to the Parents by means of appropriate grades and comments shown in abbreviated interim reports and end of term reports and Parents–teacher consultations.

d) **Sex education:** The Pupil will receive health, life skills and/or sex education, appropriate to his / her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.

e) **Public examinations:** The Head of School may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of his / her professional judgement, the Head of School considers that by doing so, the Pupil's prospects in other examinations would be impaired and / or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his / her teachers or Housemaster/Housemistress.

f) **Reports and references:** Parents acknowledge and agree that information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references, shall be given conscientiously and with all due care and skill and Parents will not hold the College howsoever liable.

g) **Information about learning difficulties:** The Parents shall notify the Head of School when completing the College's Student Application Form and subsequently in writing, if they are aware or suspect that the Pupil (or anyone in his/her immediate family) has a learning difficulty and the Parents must provide the College with copies of all written reports and other relevant information. The Parents may be asked to withdraw the Pupil, without being charged Fees in lieu of Notice if, in the professional judgement of the Head of School, the College is unable to provide adequately for the Pupil's special educational needs.

h) **Learning difficulties:** The College staff are not qualified to make a diagnosis of learning difficulties, including but not limited to, conditions such as those commonly referred to as dyslexia, autism etc. A formal assessment can be arranged by the College at the Parents' expense or by the Parents themselves. The College does not have the specialist staff to deal with, nor teach, a Pupil with a learning difficulty which is considered to be a "special educational need". However, if the Parents still insist that the Pupil be enrolled, and the College after considering all factors, at its absolute discretion, agrees to the enrolment, the College will endeavour to do what is reasonable to accommodate the Pupil, subject to such limitations in the circumstances. The College reserves the right to charge for the provision of additional teaching.

i) **College's intellectual property**: Where the Pupil, in conjunction with any member of staff, creates anything (including a work, a design, an invention, a database, a trademark or goodwill) (a **Work**) in respect of which any intellectual property (including copyright, design rights, patents, database rights or

the right to sue for passing off) (**Intellectual Property Rights**) exist, the Intellectual Property Rights in respect of that Work is wholly owned by the College.

j) **Pupil's work:** The Parents' consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the College retaining the Pupil's original work until, in the professional judgement of the Head of School, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained at the sole discretion of the Head of School, for longer than other work in order to reduce the risk of misuse of such work. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head of School or staff.

k) **Educational visits:** From time to time, the Pupil may participate in a variety of educational visits. By signing the Acceptance Form to the Letter of Offer, the Parents' consent to the Pupil taking part in any educational visit.
Educational visits which:

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

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

l) **Status :** For Malaysian citizens, admission to, and continued status as a student of the College in Years EYFS to 13, is conditional on the policies set by the Malaysian Ministry of Education. For non-Malaysian citizens, admission to, and continued status as a student at the College, is conditional on the Pupil possessing a valid Student Pass or Permit to Study endorsement issued by the Malaysian Immigration Department. Holders of Dependent Pass and the Malaysia My 2nd Home (MM2H) Pass below 18 years old do not have to apply for a Student Pass but are required to obtain a Permit to Study endorsement on the passport from the Malaysian Immigration Department. It is important to note that it is the parents' responsibility to ensure that the Student Pass or Permit to Study endorsement are valid during the Pupil's enrolment at the College. The College is also not liable for any policy change at the Malaysian Immigration Department. The parent shall undertake to keep the College informed of any change of passport details and in the status during the Pupil's enrolment at the College.

5. Pupil welfare

a) **The College's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's

welfare. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the College community and the rights and freedoms of others.

b) **Complaints:** Any question, concern or complaint about the safety of the Pupil or any educational issue or other matter connected to the College must be notified to the College as soon as practicable, via the College's complaints procedure.

c) **Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain rights that the College recognises. These include certain rights to confidentiality and, usually, the right to have contact with his / her Parents. If a conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil, will, in most cases, take precedence over the rights of, and duties owed to, the Parents.

d) **Head of School's authority:** The Parents authorise the Head of School to make all decisions which the Head of School considers will safeguard and promote the Pupil's welfare.

e) **Ethos:** The ethos of the College is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The College and its staff will act fairly in relation to the Pupil and the Parents and We expect the same of the Pupil and the Parents in relation to the College or its staff.

f) **Physical contact:** The Parents' consent to such physical contact with the Pupil:-

I. as may accord with good practice; or
ii. as may be appropriate and proper for teaching and instruction; or
iii. for providing comfort to the Pupil in distress; or
iv. to maintain safety and good order; or
v. in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal College programme or extra-curricular programme. The Parents acknowledge that while the College will provide appropriate supervision the risk of injury cannot be eliminated.

g) **Disclosures:** The Parents must, as soon as is practicable, disclose to the College:-

i. any known medical condition, health problem or allergy affecting the Pupil;
ii. any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;
iii. any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
iv. any family circumstances or court order which might affect the Pupil's welfare or happiness; and
v. any concerns about the Pupil's safety and/or mental health.

h) **Confidentiality:** The Parents authorise the Head of School to override their own and the Pupil's rights to confidentiality, and to disclose confidential information to third parties on a need- to-know basis where

necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the College. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. The College reserves the right to monitor the Pupil's use of:

i. e-mail;
ii. social media;
iii. the internet; and
iv. mobile and other communication devices.

i) **Special precautions:** The Head of School needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head of School must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents and/or the Pupil, may be excluded from College premises if the Head of School, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil and/or the College or any member of the College community.

j) **Leaving College premises:** The College will do all that is reasonable to ensure that the Pupil remains in the care of the College during College hours provided that the Pupil strictly adheres to the applicable rules and regulations. The College will not be responsible for the pupil who leaves College premises in breach of College rules or regulations.

k) **Non-boarding residence during Term time etc:** The Pupil, except when boarding, is required during Term time and at weekends, exeats (short periods of time away from College normally over an extended weekend calendarised by the College) and half Term, to live with the Parents or (as appointed by the Parents) legal guardian(s). In the case of legal guardian(s), Parents must provide the College with the relevant name and contact details of these persons and shall immediately notify the College of any changes to those details. The Head of School must be notified in writing immediately if the Pupil will be residing during Term time etc. under the care of someone other than the Parents or legal guardian(s).

l) **Communications from the Parents:** Communications or instructions from one of the Parents shall be deemed by the College to be received from both Parents. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the College. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 9 (b).

m) **Absence of the Parents:** When both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer, the Pupil's Housemaster or Housemistress must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of the Pupil.

n) **Education/Legal guardians:** The Parents, if resident not within a practicable distance from the College, are encouraged to appoint a legal guardian for the Pupil who has been given the authority to act

on behalf of the Parents in all respects and to whom the College can apply for consent/permission/authorisation whenever necessary. The College can accept no responsibility for the Pupil when he/she is in the care of the Parents or the legal guardian(s). The Parents or the legal guardian(s) must make holiday arrangements, including travel to and from the College, in advance. The responsibility for choosing appropriate legal guardian(s) rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of the legal guardian(s). The Parents shall immediately, on appointment, provide the College with up-to-date contact details for the appointed legal guardian(s) and shall immediately notify the College of any changes to those details.

o) **Counselling:** The College provides a counsellor for the purpose of supporting students' needs. Whilst the College provides this service in good faith it is not responsible for professional diagnoses in respect of emotional state and/or mental health. If the College counsellor determines that further professional advice or support is required the responsibility for assessing such advice or support rests with Parents.

p) **Photographs or images (including video recordings):** By signing the Acceptance Form to the Letter of Offer, Parents have agreed and consented to the guidelines attached thereto and hereby gives consent to the College to take photographs, images, recordings, works or derivative works including examination results of the child and to use, free of charge, such photographs, images, recordings, works or derivative works including examination results in any media and for whatever purpose as the College shall deem appropriate, including without limitation for any promotional materials within the College and its affiliates, including website of the College and its affiliates.

q) **Request for confidentiality:** The Parents may ask the College, in writing, to keep information about the Pupil confidential. For example, the Parents may ask the College to not use photographs of the Pupil in promotional material or to keep the fact that the Pupil is on the College roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately make the request to the Head of School in writing explaining the reason for such request, and ensuring that their written request is received and read by the Head of School.

r) **Transport:** The Parents' consent to the Pupil travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

s) **Pupil's personal property:** The Pupil, and not the College, is responsible for the security and safe use of all his / her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the College.

t) **Insurance:** The Parents, and not the College, are responsible for insuring the Pupil's personal property whilst at College or on the way to and from College or any College-sponsored activity away from College premises.

u) **College's liability:** Unless grossly negligent or guilty of wilful wrongdoing, the College is not responsible

or be liable for any death, personal injury or any loss or damage of any kind whatsoever which the Pupil may sustain at any time either within the College premises, authorised field trip or elsewhere, which is not attributable to the negligence of the College, its officers, agents or employees.

In the case of paragraphs 5 k) and n) above, in the event the Parents do not, or are unable to, appoint a legal guardian, then Parents are expected to turn up and to pick up their Child, not later than 4 hours if you are in Peninsula Malaysia, 8 hours if you are in Sabah or Sarawak, and 48 hours if you are outside Malaysia, after being requested to do so by the College. Where there is unavoidable delay, a Parent may request for additional time from the College if necessary.

Further, in the case where a Pupil has been suspended/expelled, in which case the Pupil is required to leave the College, paragraphs 5 k) and n) will also apply with regard the process of the Pupil's departure from the College premises.

6. Health and medical matters

a) **Medical declaration:** The Parents will be asked to complete a Student Medical Form concerning the Pupil's health, and submit the same to the College upon enrolment, and must inform the College nurse at medical@epsomcollege.edu.my in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.

b) **Medical care:** All Pupil's must be registered on the list of the College nurse while a pupil at the College. The Parents must comply with the College nurse recommendations which may include a reasonable decision to release the Pupil home or to his / her education guardian when he / she is unwell.

c) **Medical examination:** The Pupil will have a routine medical examination with the College nurse or other personnel appointed by him / her, usually during the first Term at the College. Arrangements can be made on request for the Parents to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding.**Pupil's health:** The Head of School may at any time require a medical opinion or certificate as to the Pupil's general health where the Head of School considers it necessary as a matter of professional judgement in the interests of the Pupil and / or the College community. The Pupil, if of sufficient age and maturity, is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the College community.

d) **Medical information:** Throughout the Pupil's time at the College, the College nurse shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the College community. Such information will be given and received on a confidential, need-to-know basis.

e) **Emergency medical treatment:** The Parents authorise the Head of School to consent on their behalf

to the Pupil receiving emergency medical treatment where advised to do so by medical personnel or emergency personnel/paramedics for the Pupil's welfare and the Parents agree to indemnify the College fully for all expenses thereby incurred.

f) **Outbreak:** Parents acknowledge and accept that from time to time there are outbreaks of bacterial or viral or other contagious and/or communicable diseases and that the College is not responsible for any harm/fatality that is caused thereby to the Pupil. Parents will decide on how they want to respond to the situation with regard to the Pupil. In the event of a pandemic, the College will abide with the government's directives in implementing the necessary standard operating procedures to protect the health and welfare of the Pupils and its staff.

g) **Insurance:** The Parents, and not the College, are responsible for insuring the medical care for the Pupil whilst at College or on the way to and from College or any College-sponsored activity away from College premises.

7. Behaviour and discipline

a) **College regime:** The Parents accept that the College will be run in accordance with the authority delegated by the Governing Body to the Head of School. The Head of School is entitled to exercise a wide discretion in relation to the College's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner.

b) **Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will fully take part in the activities of the College, will attend each College day, will be punctual, will work hard, will be well-behaved and will comply with the College rules about the wearing of uniform and general appearance.

c) **College rules:** The College rules which apply are set out in the Guidance for Pupils document, on the College website and other documents published from time to time.

d) **College discipline:** The Parents accept the authority of the Head of School and of other members of staff on the Head of School's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the College community as a whole. The College's disciplinary policy at any given time, shall apply to all Pupils when they are on College premises, or in the care of the College, or wearing College uniform, or otherwise representing or associated with the College.

e) **Investigative action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his / her accommodation or belongings may be searched. Parents will be informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, Arrangements will be made for the Pupil to be accompanied and assisted by the Parents, education guardian or a teacher of the Pupil's choice.

f) **Procedural fairness:** Investigation of a complaint shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head of School before a decision is taken in such a case. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his / her choice.

g) **Divulging information:** Except as required by law, the College and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of Pupils or others who have given information which has led to the complaint or which the Head of School has acquired during an investigation.

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

8. Sanctions

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

a) Definitions of sanctions:

i. **Expulsion:** means that the Pupil is required to leave the College permanently in circumstances described in paragraph b) below in this Section 8.

ii. **Gating:** means that the Pupil is confined to the College premises for a specified period of time (usually during a weekend) but without further disciplinary consequences.

iii. **Removal:** means that the Pupil is permanently removed from the College in circumstances described in paragraph d) below in this Section 8.

iv. **Rustication:** means the release of the Pupil to his / her home or to an education guardian for a specified period of time (usually a weekend) but without further disciplinary consequences.

v. **Suspension:** means that the Pupil is sent or released home for a specified period of time as either a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.

vi. **Withdrawal:** means the withdrawal of the Pupil from College in circumstances described in Section 9 (e) below.

b) **Expulsion:** The College may expel the Pupil from the College and boarding if it is proved on the balance

of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. The Head of School's decision to expel, at his absolute discretion, shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the College pending the outcome of the Review.

c) **Fees and other payments following Expulsion:** If the Pupil is expelled, there will be no refund of the Enrolment Fee nor of Tuition Fees for the current or past Terms nor of the Deposit. All arrears of Fees, charges and any other sums due to the College will be due and payable.

d) **Removal in other circumstances:** The College may require the Parents to remove the Pupil permanently from the College and/or from boarding if, after consultation with the Parents and if appropriate the Pupil, the Head of School is of the opinion, at his absolute discretion, that:-

i. by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the College; or

ii. if the Parents have treated the College or members of its staff unreasonably.

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

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

e) **Fees and other payments following Removal:** If the Pupil is removed in the circumstances described in paragraph d) above in this Section 8, the provisions relating to Fees shall be as set out in paragraph c) above in this Section 8 save that the Deposit, if paid, will be refunded without interest less any sums owing to the College.

f) **Leaving status:** The College reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Removal or Withdrawal.

g) **Governors' Review:** The Parents may request a review by Governors (**Governors' Review**) of a decision of Expulsion or Removal of the Pupil from the College and/or from boarding (but not a decision to suspend the Pupil unless the suspension is for eleven (11) College days or more, or would prevent the Pupil taking a public examination). The request shall be made as soon as possible and in any event within seven (7) days of the Head of School's decision being notified to the Parents. The Parents will be entitled to know the names of the Governors who make up the review panel and may ask for the appointment of an independent panel member nominated by the College and approved by the Parents within 48 hours of such nominee name being notified to them, such approval not to be unreasonably withheld. If the Parents do not approve up to 2 nominees as the independent panel member, the Governors may proceed with the Review without further delay.

h) **Review procedure:** The Head of School will advise the Parents of the procedure (current at that time) under which a Governors' Review shall be conducted by a panel of three Governors (or by a panel of two Governors and an independent member if requested and approved by the Parents). If the Parents request a Governors' Review, the Pupil will be suspended from College until the review procedure has been completed. While suspended, the Pupil shall remain away from College and will have no right to enter College premises during that time without written permission from the Head of School. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

i) **Complaints procedure:** A complaint about any matter must be made in accordance with the College's complaints procedure, a copy of which is available on the website and on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9. Cancellation and Withdrawal

a) **Term:** means the period between and including the first and last days of the relevant school term.

b) **Notice:** means (unless the contrary is stated in these Complete Terms and Conditions) the submission of a **signed and completed Withdrawal Form in the form prescribed by the College or in such other official form as provided by the College** by:

i. both Parents; or
ii. one of the Parents with the written consent of the other Parent; and

addressed to and received by the **Student Services team**. It is expected that the Parents will consult with the Head of School before giving Notice to withdraw the Pupil. The Parents should contact the College if no acknowledgement of the Notice is received from the College within seven (7) days of the date of the Notice.

c) **Full Term's Written Notice:** means a Notice given on or before the last day of the preceding Term. For example, if a Parent/Pupil wishes to withdraw from the College at the end of Term 3, the notice of withdrawal must be given to the College on or before the last day of Term 2 and any notice served thereafter shall not constitute a Full Term's Written Notice. A Full Term's Written Notice must be given if:

i. the Parents wish to withdraw the Pupil who has entered the College; or
ii. following completion of Year 11, the Pupil will not return for the following year even if he/she has achieved the required grades. It is assumed that each Pupil who satisfies the relevant criteria at the time will progress through the College and will ultimately complete Year 13. As such, the term's written notice as per the College terms and conditions shall apply; or
iii. the Parents or the Pupil wish(es) to transfer from boarding to day status or vice versa, or between categories of boarding.

This Full Term's Written Notice is necessary to promote the stability and College's ability to plan its staffing and other resources.

Year 11 Pupil : A Year 11 Pupil who intends to progress to Year 12 for A-Level studies shall be required to fill up the A-Level Programme Form indicating the subjects that the Pupil elects to study and the completed form is to be submitted to the College before the end of Term 3 of their Year 11 Academic Year.

Provisional notice: is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Head of School personally or the Bursar on the Head of School's behalf.

d) **Cancellation:** means the cancellation, by way of written notice, of a place at the College which has been accepted by the Parents and which notice is received by the College before the Pupil enters the College for the first time.
The Cancellation fee payable by the Parents is one (1) Term's Tuition Fees at the rate payable at that time. The College reserves the right, at its absolute discretion, whether or not to offset the Cancellation fee with the Enrolment Fee or the Deposit

e) **Withdrawal:** means the withdrawal of the Pupil from the College by the Parents or the Pupil with or without Notice under these Complete Terms and Conditions at any time after the Pupil has entered the College.

f) **Fees and payments following Withdrawal:**
   i. If the Pupil is withdrawn and the Parents have given one (1) full Term's Written Notice, the Withdrawal fee payable by the Parents is one (1) Term's Tuition Fees and Boarding Fees (if applicable) at the rate payable at that time and the Deposit, if paid, will be refunded without interest less any sums owing to the College.
   ii. If the Pupil is withdrawn and the Parents have failed to give one full Term's Written Notice, the Withdrawal fee payable by the Parents is one (1) Term's Tuition Fees and Boarding Fees (if applicable) at the rate payable at that time. However, the Deposit shall be forfeited.

g) **Withdrawal by the Pupil:** The Pupil's decision to withdraw from the College shall, for these purposes, be treated as a Withdrawal by the Parents.

h) **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Head of School or with the Head of School's authorised deputy before Notice of Withdrawal is given by the Parents.

i) Limit on Withdrawal Submissions and re-enrolment Fee: A maximum of two (2) Withdrawal form submissions is permitted during a student's lifetime at the College. For the first two (2) submissions, should the Parents subsequently retract the Withdrawal, the student will be exempted from paying a re-enrolment Fee.
However, effective from the third (3rd) Withdrawal form submission onwards, any subsequent retraction of the Withdrawal will be subject to a re-enrolment Fee of RM20,000.00, payable prior to the student being reinstated. This clause is intended to promote commitment and minimise disruptions to academic

continuity and resource planning.

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

10. Termination by the College

The College may terminate the agreement with the Parents as governed by the Complete Terms and Conditions, by giving the Parents one (1) full Term's Written Notice sent by ordinary post and email. The College will not terminate the agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Deposit, if paid, will be refunded without interest less any outstanding balance of Fees and/or other payments.

11. Events beyond the control of the parties

a) **Force majeure:** An event beyond the reasonable control of the College or the Parents is a **Force Majeure Event** and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, government directives, outbreak of epidemic and/or pandemic disease, failure of utility service or transportation.

b) **Notification:** If either the College or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

c) **Continued force majeure:** If a Force Majeure Event continues for a period greater than ninety (90) days, the party who has provided notification under Section 11 b) above shall notify the other, not later than on the 91st day, of the steps to be taken to ensure performance of its contractual obligations.

d) **Termination:** If the Force Majeure Event continues for a total period greater than one-hundred and twenty (120) days, either party may terminate this contract by providing at least three (3) working days' notice in writing to the other party.

12. General contractual matters

a) **Data protection:** pursuant to the Complete Terms and Conditions, the Parents on behalf of themselves and, so far as they are able, on behalf of the Pupil, consent also to the processing by the College of personal information including:

i. financial information relating to the Parents;
ii. sensitive personal information relating to the Parents and / or the Pupil;

iii. as is deemed necessary for the legitimate purposes of the College. See also the College's *Data protection information notes* as set out in Schedule 1.

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

c) **Enforceability:** If one or more of the provisions of these Complete Terms and Conditions shall be void, invalid, illegal or unenforceable in any respect under any applicable law or decision, such part or parts as are void, invalid, illegal or unenforceable shall be deleted from such clause and any such deletion shall not affect the enforceability or invalidate the remainder of these Complete Terms and Conditions, each provision and paragraph of these Complete Terms and Conditions being considered as a separate and divisible agreement.

Each party shall, in any such event, execute such additional documents as the other party may reasonably request in order to give valid, legal and enforceable effect to any provision which is determined to be invalid, illegal or unenforceable.

If any provision shall be void, illegal or unenforceable but would be valid and enforceable if read down, then that provision shall be read down to the extent necessary to render the provision valid and enforceable.

Information for parents: We provide information about the College and the educational services in good faith in the College's prospectus / website / promotional literature or in statements made by staff or Pupils during a visit or an open day. If the Parents wish to rely on any information provided to them when deciding whether to enter into this agreement with the College, they should seek specific confirmation from the Head of School that the information they are relying on, is accurate before accepting the offer from the College.

d) **Third party rights:** Only the College and the Parents are parties to the agreement under the Complete Terms and Conditions. Neither the Pupil nor any third party is a party to the aforesaid agreement and shall not have any rights to enforce any term of it. Notwithstanding the same, Parents will ensure that the Pupil is aware of his / her responsibilities and the consequences of his / her actions or omissions, under the terms of the aforesaid agreement.

e) **Interpretation:** These Complete Terms and Conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these terms and conditions.

f) **Jurisdiction:** The agreement under the Complete Terms and Conditions is governed exclusively by the

law of Malaysia and the parties submit to the exclusive jurisdiction of the Courts of Malaysia.

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Data Protection information notes

The College holds information about the Parents and the Pupil including exam results, Parents and guardian contact details, financial information and details of medical conditions. This information is kept electronically on the College's information management system or manually in indexed filing systems.

These notes refer to the **processing** of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.

The College processes information about the Parents and the Pupil in order to safeguard and promote the welfare of the Pupil, promote the objects and interests of the College, facilitate the efficient operation of the College and ensure that all relevant obligations of the College are complied with. Examples may include: the College keeping details of medical conditions from which the Pupil may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and / or the College processing financial information obtained from the Parents or from third parties such as credit reference agencies.

The College may process different types of information about the Pupil for the purposes set out above. That information may include, but not be limited to:

a) medical records and information, including details of any illnesses, allergies or other medical conditions suffered by the Pupil;
b) personal details such as home address, date of birth and next of kin;
c) information concerning the Pupil's performance at College, including discipline record, College reports and examination reports; and
d) financial information including information about the payment of fees at this College or any other school.

Where in the professional opinion of the Head of School it is deemed necessary the College may share information with certain third parties.

The College may, in order to verify identity and to assess the Parents application for the award of a bursary or for credit in contemplation of an agreement for the deferment of Fees, search the files of any licensed credit reference agency and the College will keep a record of that search and details about the application. This record will be seen by other organisations which make searches about the Parents. Failure to supply information may result in a refusal of an award or credit.

If Parents would like further information about how the College processes personal information, please see our privacy notice document which is published on our website.