

EtonHouse®

International Pre-School

TERMS AND CONDITIONS OF ENROLMENT AT ETONHOUSE INTERNATIONAL PRE-SCHOOL PTE LTD

1. REGISTRATION AND ENROLMENT AGREEMENT (“AGREEMENT”)

This Agreement is made between EtonHouse International Pre-School Pte Ltd (“EtonHouse”) and the parent or guardian (“Parent”) of the relevant student (“Student”).

2. GLOSSARY OF TERMS

- 2.1. EtonHouse refers to all schools in Singapore operating under the EtonHouse brand name except for EIS International Pre-School Pte Ltd.
- 2.2. Term-week refers to the school’s calendar for the academic term. Fee-paying term-weeks refer to the school’s calendar for the academic term excluding term breaks, public holidays and school closure periods.
- 2.3. Fees can refer to one or more of the following: registration fee, insurance premium, school fees, transfer fees and administrative fees.
- 2.4. All fees and charges are payable in Singapore dollars (SGD). All fees for services directly rendered by EtonHouse are subject to Goods and Services Tax (GST).
- 2.5. GST is not applicable on the Deposit.

3. REGISTRATION

- 3.1. All registrations are subject to the following terms and conditions:-
 - 3.1.1. Registration is only completed upon payment of the registration fee, annual student insurance premium, the Deposit, submission of duly completed registration forms and all related documents to EtonHouse.
 - 3.1.2. As part of the registration process, the Parent will be required to notify EtonHouse of the expected date on which the Student will commence attending school. If the Student does not commence on the expected commencement date, EtonHouse reserves the right to forfeit 50% of the Deposit.
 - 3.1.3. All documentation collected during registration remains confidential and EtonHouse 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. REGISTRATION FEE

- 4.1. A non-refundable registration fee is payable upon registration of the Student with EtonHouse, regardless of enrolment with EtonHouse.

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4.2. A non-refundable student pass application fee is payable on top of the registration fee should a student pass be required for the purpose of enrolment. If the student pass application is unsuccessful, an administrative charge amounting to 20% of the registration fee will be imposed and deducted from the registration fee. The Deposit and the balance of the registration fee will be refunded.

5. DEPOSIT

5.1. A refundable deposit ("Deposit") equivalent to two-thirds of full-day term school fees is payable by the Parent upon registration.

5.2. In the event that there is an increase in school fees, the Deposit must be topped-up to maintain the equivalent of two-thirds of full-day term school fees.

6. REFUND OF DEPOSIT

6.1. Where the Deposit or any part thereof is to be refunded, EtonHouse shall be entitled to first deduct from the Deposit any fees or other amounts owing to EtonHouse before refunding any remaining portion of the Deposit. Refunds will be without interest.

6.2. Any balance that is refundable from the Deposit will be paid by cheque made payable to the Parent unless EtonHouse is instructed otherwise in writing by the Parent.

7. INSURANCE

7.1. Subscription to the student based insurance plan(s) is compulsory and recurs annually throughout the Student's enrolment with EtonHouse. Insurance premium payable for each calendar year is non-refundable and cannot be pro-rated.

7.2. A copy of the latest policy schedule of benefits can be obtained from the EtonHouse website.

8. ENROLMENT

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

8.2. All documentation collected during the course of school attendance, including but not limited to observational notes and meeting notes remain confidential and EtonHouse is not required to disclose this information to the Parent or any other person if it is not relevant or appropriate to do so.

9. DEFERMENT

9.1. Any request for a deferment of the commencement date is subject to the consent of EtonHouse. Upon consent to the deferment by EtonHouse, if the Student does not commence

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on the deferred commencement date, EtonHouse reserves the right to forfeit 50% of the Deposit.

10. SCHOOL UNIFORMS

- 10.1. School uniforms and hats are available at an additional cost from the reception office of the relevant school. The wearing of school uniform is compulsory for all students.

11. EXTERNAL VENDORS

- 11.1. School bus service is available through external vendor(s). Details are available from the reception office of the relevant school. Subscription to the school bus service is at your sole discretion and EtonHouse 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.
- 11.2. Enrichment classes are available through external vendor(s). Details are available from the reception office of the relevant school. Subscription to the enrichment classes is at your sole discretion and EtonHouse shall not at any time be held liable or responsible for any and all claims, demands, costs, actions or prosecutions on account or arising from or in connection with any personal injury, death, damage, loss or destruction to person or property whatsoever in relation to such enrichment classes.

12. STUDENTS WITH SPECIAL EDUCATION REQUIREMENT(S)

- 12.1. EtonHouse 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 EtonHouse of any relevant issues may affect the enrolment of the Student.
- 12.2. Where a Student with a special education requirement (as determined by EtonHouse or the Parent) is enrolled in EtonHouse, subsequent ongoing placement will be based upon EtonHouse's assessment of the Student's ability to continue to function independently (or with Student-funded support personnel) within the school's regular programme and with positive outcomes for the learning and well-being of other children.
- 12.3. A provisional or, in the case of behavioural issues, a probationary placement may be offered to a Student with a special education requirement (as determined by EtonHouse or the Parent). In such cases, EtonHouse 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.

13. SCHOOL FEES

- 13.1. School fees are annual and are billed on a term basis. The School fees are payable in advance for all levels.

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- 13.2. Additional fees for after school activities and holiday activities will be billed separately.
- 13.3. For a new Student commencing within the school term, fees will be pro-rated on a weekly basis according to the duration of the school term. Please refer to the school calendar for the academic term dates.
- 13.4. School fees are payable in full, from the date the Student is to commence attending school, and until the last day of attendance at school.
- 13.5. EtonHouse shall be entitled to increase the school fees from time to time during the Student's enrolment in EtonHouse. Any such increase will be notified to the Parent and the revised fees shall be payable effective from the date stipulated in the notice.
- 13.6. In the event of transfer of the Student to another school under EtonHouse, all relevant and applicable fees and the terms and conditions of that school will apply. A transfer fee will be applicable.
- 13.7. A 10% discount will apply on the 2nd enrolled child, and a 15% discount will apply on the 3rd enrolled child and above. Discount(s) will apply to the child with the lowest school fees. This discount is applicable across all EtonHouse schools in Singapore with the exception of EIS International Pre-School Pte Ltd.
- 13.8. In the event where any child ceases to be enrolled with any school under the EtonHouse, the discount applicable to his or her siblings will be revised in the next school term. This does not include EIS International Pre-School Pte Ltd.
- 13.9. 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.
- 13.10. EtonHouse reserves the right to conduct a voluntary closure of the school, in the event that EtonHouse determines that there are health risks posed to the students. EtonHouse 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) 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.
- 13.11. School fees are inclusive of meals and snacks.

14. PAYMENT TERMS

- 14.1. All payments must be settled promptly within seven (7) days from date of invoice.
- 14.2. Where any amount due to EtonHouse or part thereof remains unpaid after the due date, the School reserves the right to:
 - 14.2.1. Charge interest on the overdue amount at the rate of 2% per month from the due date until payment; and/or

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- 14.2.2. Cease supplying course materials (if any) and all services to the Student without prejudice to the obligation to pay fees; and/or
 - 14.2.3. Demand payment in full of all amounts outstanding to that date.
- 14.3. The School reserves the right to discontinue the education of a student if the account is outstanding.

15. PARENT/GUARDIAN OBLIGATIONS

- 15.1. The School operates on a regular timetable and it is a contractual obligation on the part of the Parent to ensure that the Student attends all school days.
- 15.2. The Parent must inform EtonHouse in writing of any potential or prolonged absence of the Student.
- 15.3. The Parent must not (and shall ensure that other parents and guardians of the Student do not) use social media in a manner that defames EtonHouse and/or any of its related entities or violates the privacy or confidential information of the staff or other students of EtonHouse.

16. ILLNESS OR INJURY

- 16.1. 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.

17. WITHDRAWAL

- 17.1. If the Parent wishes to withdraw the Student from EtonHouse, the Parent must notify EtonHouse in writing and submit a completed withdrawal form to EtonHouse. Any request for withdrawal, other than in writing, will not be accepted.
- 17.2. Withdrawal forms must be completed and submitted to EtonHouse within 3 business days of written notification of withdrawal. Withdrawal forms that are not completed and duly submitted within 3 business days will result in the written notice of withdrawal being treated as null and void.
- 17.3. A minimum of 8 fee-paying term-weeks withdrawal notice in writing is required for a full refund of the Deposit. Refund of the Deposit will be governed by the terms and conditions of this Agreement.
- 17.4. If the withdrawal is not in accordance to the terms and conditions of this Agreement, 50% of the Deposit will be forfeited. For the avoidance of doubt, top-up of school fees in lieu of notice will not be accepted by EtonHouse.
- 17.5. School fees paid in advance will be refunded on a pro-rated weekly basis according to the duration of the school term. Please refer to the school calendar for the academic term dates.

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17.6. The registration fee is strictly non-refundable. School fees, pro-rated on a weekly basis, will be refunded accordingly.

18. SUSPENSION AND EXPULSION

18.1. The Student may be expelled at any time if EtonHouse 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 EtonHouse. Following expulsion, there will be no refund of any Fees paid, 50% of the Deposit will be forfeited and all unpaid Fees will have to be settled immediately.

18.2. The Parent may be required to remove the Student temporarily or permanently from an EtonHouse school if EtonHouse 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 or guardian of the Student has treated EtonHouse's staff unreasonably.

18.3. 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 EtonHouse will have no obligation to allow the Student to be enrolled again at any EtonHouse school.

19. SERVICE OF NOTICES

19.1. Any notice or communication given to EtonHouse 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 EtonHouse. 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.

20. WAIVER

20.1. No failure or delay by EtonHouse 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 EtonHouse shall prevent or restrict the further exercise of that or any other right or remedy.

21. ENTIRE UNDERSTANDING

21.1. 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.

22. AMENDMENT

22.1. No variation of this Agreement shall be effective unless it is in writing and expressly agreed to by EtonHouse. EtonHouse reserves the right to add to or vary the terms of this

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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 EtonHouse school after EtonHouse has given notice of any such amended terms, the Parent shall be deemed to have accepted and agreed to any such amended terms.

23. RESERVATION OF RIGHTS

23.1. EtonHouse reserves the following rights:-

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

24. OTHER TERMS AND CONDITIONS

- 24.1. EtonHouse shall not be responsible for any claims in connection with death, personal injury suffered, or damage to or loss of any property within and outside of the school's premises, except where EtonHouse is found to be grossly negligent or guilty of wilful misconduct.
- 24.2. EtonHouse shall not be liable for any error, omission or misstatement in its website, literature or publications.
- 24.3. EtonHouse 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.
- 24.4. All amounts due to EtonHouse shall be paid in full without any set-off, counterclaim, deduction (including in respect of bank charges) or withholding.
- 24.5. EtonHouse 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.
- 24.6. 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.
- 24.7. EtonHouse 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,

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delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

24.8. 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.

24.9. 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.

24.10. The Parent shall indemnify EtonHouse 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 EtonHouse arising out of or in connection with any default or delay by the Parent in performing his or her obligations under this Agreement.

I agree to abide by the conditions of enrolment. I am responsible for the payment of all fees for the student named herein below:-

Name of student enrolled: _____

Name of Parent/Guardian: _____

Parent's/ Guardian's Signature

Date

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Date