

TERMS AND CONDITIONS GOVERNING ENROLMENT AND ADMISSION

In order that your child will fully benefit from our environment, we have laid down certain policies and conditions. All parents/guardians are advised to read the policies and the terms and conditions governing the admission to the "School" and the child's continued enrolment as student of the School, as set out below.

1 Definitions

The following definitions apply when used herein:

- 1.1 "Parent" is either parent of the child or legal guardian and the provisions herein shall be binding on them jointly and severally.
- 1.2 "School" shall mean Garden International School (GIS) wholly owned by Garden International School Sdn Bhd 195801000074 (3211-T).
- 1.3 "Head of the School" shall collectively mean the person given the delegated responsibility to lead the School by the Board of Governors, irrespective of their actual job title.
- 1.4 "Student" and "Child" may be used interchangeably in this document, which refers to the child named on the Application for Admission Form.
- 1.5 "Application Form" shall mean the Application for Admission Form for Garden International School.

2 Application

- 2.1 A Parent intending to enroll his/her child to the School, must submit the Application for Admission Form (the "Application Form"), duly and accurately completed and signed. False, inaccurate or misleading information could lead to rejection of the application of admission to the School. The parent must at all times inform the School of any changes to such information. The School further reserves the right and the Parent hereby authorises the School to contact the previous school (if applicable and relevant) or such medical officers or other relevant persons for further information relating to the child in considering the child for admission.
- 2.2 An Application Fee (please refer to the fee schedule, the "Application Fee") is payable in full with each submission of the Application Form. The Application Fee shall be payable by either cash, a crossed cheque, bank draft or bank transfer made payable to Garden International School Sdn Bhd, at the time of submission of the Application Form. (*Please refer to payment instructions stated in the Application Checklist).
- 2.3 The Application Fee covers an application for admission to the School for the Term and Academic Year applied for. The Application Fee is non-transferable and non-refundable regardless whether the child is successfully admitted to the School or otherwise. The receipt of the Application Fee by the School does not oblige the School to assess and/or admit the child. The School has the final decision.
- 2.4 Upon payment of the Application Fee, the application may be put in a wait pool, depending on availability of place and is subjected to terms and conditions as stipulated in 2.6 - 2.7.
- 2.5 Putting in a wait pool, means adding the Student's name onto the application list where the application will be handled as per the application process, which takes into account various criteria as stipulated in the Admission Policy.
- 2.6 If there is no vacancy in the applied Year Group for the proposed enrolment Term and Academic Year, the application will automatically proceed to the following term unless the application is withdrawn by the Parent in writing or by default.
- 2.7 A new Application Fee will be imposed if any of the following occurs:
 - A deferment of an Application to a future Term/Academic Year for more than (1) one time.
 - The Application is withdrawn by Parent with or without an offer of place.
 - The Application is unsuccessful for the second time due to unsatisfactory assessment outcome.
 - Parent does not accept the offer by the stipulated date in the Letter of Offer.
 - Parent is no longer in contact with the school and not contactable at the last known address.
 - Any other terms and conditions not mentioned herein, governing Enrolment and Admission.

3 Acceptance or Rejection of Application

- 3.1 If the assessment results are not satisfactory, the Parent shall inform Admissions personnel should Parent 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.
- 3.2 If an offer is declined by the Parents in writing or by default, the Application will automatically be cancelled.
- 3.3 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. The Application shall be placed in a wait pool again, in a relevant Year Group, Term and Academic Year and the application process shall apply (refer to section 2).
- 3.4 Should the Parent wish to defer enrolment and if the deferment extends to the future academic term or year, a place at the School is not guaranteed and will be subject to reassessment and availability. In this scenario, tuition fees and all other applicable fees will be billed at the prevailing rate at the time of commencement of studies. After one academic year deferment, the acceptance will no longer be valid and the student will need to re-apply and the relevant Application Fee must be submitted.
- 3.5 The placement of the child is 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.
- 3.6 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.
- 3.7 On being offered a place, the Parent shall pay the required school fees (including the refundable deposit) at the rate applicable for the Term and Academic Year for which the place is offered within and no later than the stipulated deadline as stated on the letter of offer (See fee schedule for details). 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 academic years. For the avoidance of doubt, the School reserves the right to revise the fees when deemed necessary and the latest fee schedule would be on the website.
- 3.8 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. This may include requiring the child to repeat one or more academic year(s).

4 Fees and Payment

- 4.1 Fees for subsequent terms are payable in advance, to be paid on or before the commencement of each term. The School reserves the right not to allow the Student to attend class until all outstanding fees have been paid.
- 4.2 **Late payment - There is a Surcharge added to any outstanding balance past due. Please refer to the invoice for the chargeable surcharge.** The School further reserves the right to apply any monies received, first for payment of the surcharge and the balance, if any, shall be deemed towards the payment of the outstanding amount due.
- 4.3 **The Parent undertakes to pay, or arrange payment of all fees by the due date.** If the parent/guardian fails to pay any payment due and payable, a Student may be excluded from the School at any time when fees are unpaid and will be deemed withdrawn without notice twenty eight (28) days after exclusion. The School also reserves the right to withhold all examination results, certificates and school records of the child including restrict parent and/or student access to the school's learning and/or communication platforms.

5 Withdrawal from School and Deposit

- 5.1 A parent/guardian may withdraw the child from the School by giving to the School **ONE (1) full academic term's notice, failing which the deposit SHALL be forfeited in full.** The said notice shall set out the date of such withdrawal ("**Withdrawal Date**"), failing which the same shall be deemed as insufficient notice. For avoidance of doubt, please note that the notice of withdrawal must straddle ONE (1) FULL ACADEMIC TERM to be considered "**sufficient firm notice**".
- 5.2 In amplification hereof the following are illustrations of what constitute insufficient notice -
 - if it is intended that the child will leave the School during or at the end of an academic term, notice of withdrawal must be received by the School not later than the **first day of the same academic term**, failing which the deposit shall be forfeited;
 - if the child is withdrawn from the School prior to the withdrawal notice
- 5.3 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 clause 4.3 will apply in the case of a prolonged absence of the child from the School.
- 5.4 **The Parent agree and consent that the deposit SHALL be forfeited in full, notwithstanding such monies are paid by parent or third party sponsor, in the event insufficient notice, provisional or conditional notice of withdrawal is given. Parent agrees and consents to indemnify the School for any such incidental loss or damage.**
- 5.5 All deposits paid shall under no circumstances be treated as payment of tuition fees or any part thereof or any other payments required to be paid and may not be used to set-off any amount due and payable by the Parent.

- 5.6 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.
- 5.7 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 authorises the School to immediately transfer the said monies into the School Improvement Fund, whereupon the Parent shall have no claim in respect of such monies thereafter. The School shall be entitled to utilise such monies in the School Improvement Fund as the School deems fit.
- 5.8 Where a Student has been withdrawn from the School and applies for re-admission, no registration fee will be payable if the Student is re-admitted (subject to availability of a place) within three (3) academic years from the date the child left the School. The Application Fee, Tuition Fee, Deposit and other fees payable, all at the then prevailing rate, are required to be paid prior to such re-admission.
- 5.9 At the point of withdrawal, the Student must also be a registered school going student at the School. In the event the Student has a long-term absence of 30 consecutive days or more without informing the School in writing, the Student shall be deemed automatically to have withdrawn from the School and condition (clause 5.1) above shall apply.
- 5.10 In the event the Student requests for a leave of absence in writing, the School reserves the right to take this request into consideration subject to full term fee and deposit (top up deposit when applicable) are paid. The term fee and security deposit will not be refunded if the Student does not attend school after the period of "leave of absence".
- 5.11 The Security 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 Student does not attend school thereafter. This security deposit shall be forfeited if the place is not taken up.
- 6 Discipline, Suspension and Termination**
- 6.1 The School reserves the right to suspend or expel a Student 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.
- 6.2 The School may require, at any time the withdrawal of a Student from the School for any reason at the discretion of the Head of School. Reasons may include but not limited to matters related to the Student's inability to participate in or benefit fully from the School's curriculum or if there is a breach by the Parent or the Student of any matters or things not mentioned herein. The School's decision is final.
- 6.3 Student must attend all classes regularly, participate in all relevant school or extra curriculum activities and sit for all relevant examinations applicable to the Student unless excused on medical grounds or other compelling cogent reason. Failure to attend classes, shall entitle the School to take such actions as may be required, including without limitation, requiring the Student to repeat (an) academic term(s) or to be withdrawn from the School.
- 7 Medical**
- 7.1 The Student will participate in the preventive health screening programme conducted by the school nurses. All information is kept confidential and a Parent can view the child's record at a mutually convenient time. A complete Student Health & Medical Record will be completed upon acceptance of a place and before commencing classes.
- 7.2 Random drug screening is carried out routinely with students in Years 9 to 13. This is part of a supportive and preventative programme of drug education at the School. Screening is carried out by a GIS Nurse in our Health Centre. The primary purpose of drug testing is not to punish students who use illicit drugs but to prevent future illicit drug use and to help students already using become drug-free. If a student tests positive for drugs, the School will respond to the individual situation and follow the procedure laid out in our Drug Testing Policy.
- 7.3 In the event of the Student 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 whether the Student is so infected or otherwise, the Head of the School may at his discretion prohibit the Student from attending at the School for such period as the Head of the School deems necessary. The Parent or Student shall have no claim against the School arising from any such safety action taken by the Head of School.
- 8 Emergency and Liability**
- 8.1 In case of medical emergency, where Parent cannot be contacted to give consent, the Parent hereby agrees and consents to authorise the Head of School to arrange for the medical examination of the Student by a registered doctor, or send the Student to a clinic/medical centre. Parent agrees to indemnify the School fully for all expenses thereby incurred on such account.
- 8.2 The Parent agrees that the School shall not be liable for any death, personal injury or any loss or damage of any kind whatsoever which the Student may sustain at any time either within the School premises, authorised field trip or elsewhere, which is not attributable to the negligence of the School, its officers, agents or employees.
- 9 Photograph and Images**
- 9.1 The School may and the Parent hereby gives consent to the School to take such 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 School shall deem fit, including without limitation for any promotional materials within the Taylor's Education Group, including website of the School and other educational institutions within Taylor's Education Group. Should you wish to opt-out of this, please complete a form at the Marketing & Communications office.
- 10 General**
- 10.1 Changes at the School: A successful school must initiate and respond to change. The acceptance of a place by the Parent is given on the basis that, in the interest of the School as a whole, reasonable changes may be made from time to time.
- 10.2 The School shall be entitled at anytime to amend, add or delete any terms and conditions in respect of the admission of the child, the child's continued enrolment at the School or any matters related thereto by way of letter sent by electronic mail, ordinary post or handed over to the child.
- 10.3 The School may at anytime review, amend or make such rules and regulations relating to the conduct of students in the School and all such matters that 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 in force, whether recently enforced, reviewed or amended shall be deemed to be breach of the terms and conditions herein.
- 10.4 Failure to satisfy all sections of the Home-School Agreement on several occasions will lead to a review of the place offered at the School for the subsequent academic year.
- 10.5 All notices, letters and correspondence from the School to the Parent shall be deemed sufficiently served if sent by ordinary post or email to the Parent at the address and/or email address set out in the Application Form or the Family email address as provided by the School or if handed over to the child.
- 10.6 The prospectus and School website describes the broad principles on which the School is currently run and gives an indication of our history and core values. Although believed correct at the time of printing, neither the prospectus nor the website are part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter given in the prospectus or website should seek written confirmation of that matter before entering this agreement.
- 10.7 The offer of a place and its acceptance by the Parent give rise to a legally binding contract on the terms and conditions in the Application Form, these Terms and Conditions and any future terms and conditions notified to the parent in writing.
- 10.8 The following provisions are applicable in the case of the School being an international school:-
For Malaysian citizens, admission to, and continued status as a student of the School in Years 1 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 School, is conditional on the child possessing a valid Student Pass or Permit to Study endorsement issued by the Malaysian Immigration Department. Holders of Dependant 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 child's enrollment at the School. The School is also not liable for any policy change at the Malaysian Immigration Department. The parent shall undertake to keep the School informed of any change of passport details and in the status during the child's enrollment at the School.
- 11 Third Party Excluded:** Only the School and the parent/guardian are parties to this contract. Subject to notification in writing to the School by the parent/guardian, the Student is not a party to it and neither is a third party sponsoring the Student. 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 authorisations by the Parent are treated as being made on behalf of the Student and vice versa.
- 12 Alumni:** All graduates or school leavers who have spent at least one academic term in Garden International School shall automatically be included as the School's Alumni, where the said Student may be contacted or notified of any School Alumni activities/updates unless, the Student chose otherwise and inform the School in writing.
- 13 Counselling:** The School provides counseling services within the School to facilitate a better and supportive environment, which underpins the enhancement of learning, and contributing to the best possible start in life for students.
- 14 PDPA:** The School is committed to comply with the Malaysian Personal Data Protection Act (PDPA) 2010 in protecting our students' 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.

15 **Force Majeure:**

If by reason of Force Majeure (hereafter defined) the School is unable to perform its obligations, either in full or part, then upon written notice to the parents as soon as reasonably practicable after the occurrence of the Force Majeure, the School shall not be liable and shall be released from any obligations to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist. In such a situation, the School may continue by providing online learning to students, wherever possible and practicable to do so without any liability therefor.

Force Majeure' herein includes any of the following events: war, invasion, terrorism, sabotage or arson; act, order or regulation of Government; earthquakes, fire, lightning, storms, floods or any other occurrence caused by the operation of the forces of nature; haze or very unhealthy pollution; prolonged electrical outage; strikes, lockouts, labour disputes; pandemic, epidemic or outbreak of any infectious disease; compliance with any law or governmental order, rule, regulation or direction or any other event similar to any of the foregoing or any other event beyond the control of the School.

ACKNOWLEDGEMENT AND AGREEMENT

I have read and I fully understand the above policies, terms and conditions and the nature and effects thereof. I hereby expressly confirm my agreement thereto. I further undertake to perform all such obligations and/or comply with all terms and conditions set out above on my part to be performed or complied with, particularly but not limited to payment of all monies payable. I will visit the School website on a regular basis to check for any updates and changes to the School's Terms and Conditions Governing Enrolment and Admission.

I acknowledge that the withholding or non-disclosure of any relevant information relating to my child's/ward's physical, medical or educational needs may affect my child/ward being offered or maintaining a place with the School. I agree that any offer of placement is conditional on the accuracy of the information provided by me.

I acknowledge that any third party sponsor is not a party to this agreement and agree to convey the same to the third party sponsor involved. I agree to be fully responsible to give sufficient firm notice of withdrawal or indemnify and hold the school not liable in any way, in the event such sufficient firm notice is not given as per Clause 5.1 above.

I acknowledge that the School corresponds with me to share updates and information about the school from time to time. I agree that if I do not wish to receive any of the information, I will notify the school in writing.

I give permission for my child, named in this application form, to receive counselling services while attending Garden International School. I understand that I may withdraw this consent at any time by signing and dating a written notice requesting termination of counselling service. I understand that the School Counsellor will keep information confidential unless disclosure is required to prevent clear and imminent danger to my child/ward, or others, or when legal requirements demand that confidential information be revealed. I also understand that the School Counsellor will inform my child/ward at or before the time the counselling relationship is entered into, the limits of confidentiality.

I, the Parents and on behalf of the Student, authorise the School to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School within Taylor's Education Group. I understand that the School holds information about my child including but not limited to exam results, forecast results, parent contact, financial information and details of medical conditions. I understand that the School processes information about my child in order to safeguard and promote the welfare of my child, promote the objects and interests of the School and Taylor's Education Group, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. I will visit the School website on a regular basis to check for any updates and changes to the School's Privacy Policy.

Signature of Father

Signature of Mother

Signature of StepParent/Guardian

Name _____

Name _____

Name _____

Date _____

Date _____

Date _____