



# AIS INTERNATIONAL SCHOOL

## AIS Terms and Conditions (REG008)

(Governing Enrolment & Admission)

Governing the child's admission to the school and their ongoing enrollment as a student at the Alnoor International Schools (School), as detailed below:

### PERSONAL INFORMATION

1. An 'Application Fee' is payable in full for each submission of the application after which the applicant is a candidate. Please refer to the fee schedule for details. The application fee shall be payable in one payment by bank transfer, debit or credit card, Maybank EzyPay Plus, or cash payment made payable to *United Renaissance Sdn Bhd* at the same time as the submission of the Application for Placement Test Form. Payments made at any time after the first day of term will be presented immediately, and will not be considered payment until cleared.
2. Applicants will be considered candidates for admission and entry to the school when the application form has been completed and returned to us and the non-refundable or nontransferable registration fee has been paid and cleared.
3. Admission and entry will be subject to the availability of a place and the child satisfying the admission requirements at the time. The school's receipt of the application fee does not obligate it to admit the child. "Admission" occurs when parents accept an offer for a place. "Entry" is the date when a child attends school for the first time under this contract.
4. The application fee covers an application for admission to the school for the term and academic year applied for. We will impose a fresh application fee if any of the following situations arise:

- a. An application can be postponed to a later term or academic year.
  - b. Parents or guardians withdraw the application with or without an offer of a place.
  - c. Due to unsatisfactory assessments, the application is unsuccessful for the second time.
  - d. Parents or guardians do not respond by the stipulated date to accept the offer.
  - e. Parents and guardians are no longer in contact with the school at their last known address or information.
  - f. Any additional terms and conditions governing enrollment and admission not mentioned herein
5. If the assessment results are not satisfactory, the parent shall inform admissions personnel if he or she decides to reapply or otherwise within the stipulated date as stated in the rejection letter. Parents may reapply for the future, with at least one academic term's gap from the last assessment.
  6. Parents from any liability under these terms and conditions or affect the operation of these terms and conditions unless an express release has been given in writing signed by the principal. The school reserves the right to refuse a payment from a third party. We accept all such payments in good faith.
  7. If the parent decides to reapply after the cancellation, we will treat it as a new application and apply the then-current application fee in accordance with the academic year's fee schedule.
  8. The admission of the child is at the absolute discretion of the school, and

the school is not obliged to offer any justification for the rejection of any application. Similarly, placement of the child is also at the absolute discretion of the school, and in this regard, the school generally takes into consideration various factors, including the child's age, academic ability, level of achievement relative to the school's current students, and the child's behaviour.

## **FEES**

9. The parent must immediately pay the necessary registration fees, full semester fees, security deposits, and other fees, including a uniform and graduation photo (Pre-School, Grade 6, Grade 11).
10. Please be aware that the school normally reviews fees annually, and the fees listed in the current fee schedule might not apply in subsequent academic years. To ensure clarity, the school maintains the authority to alter the fees required.
11. Fees for subsequent semesters are payable in advance, to be paid seven (7) working days before the commencement of the first day of the semester. Students are then not allowed to attend class unless all outstanding fees have been paid in full. There is a 5% penalty added to any outstanding balance after the 7th school day past due, which is a genuine pre-estimate of the cost to the school of a default.
12. Late payment: Any outstanding balance that is past due is subject to a 5% surcharge. For the chargeable surcharge, please refer to the fee schedule or invoice. The school further reserves the right to apply any received funds first to cover the surcharge, with any remaining balance going toward the outstanding amount due.
13. The parent agrees to pay or arrange payment for all fees by the due date. If the parent or 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 restricting parent and/or student access to the school's information systems.

14. Unless the principal has given an express release in writing, an agreement with a third party to pay the fees or any other sum due to the school does not release parents from any liability under these terms and conditions or affect their operation. The school reserves the right to refuse a payment from a third party. We accept all such payments in good faith.
15. If the parent fails to pay any payment due and payable, the school reserves the right to withhold all examination results, certificates, and school records for the child.
16. If the child receives a suspension or expulsion from the school, there will be no refund of fees.

## **WITHDRAWAL**

17. The parent may withdraw the child from the school after completing two academic years (6 semesters) of study in the school, failing which the security deposit fee shall be forfeited. Please note that the notice of withdrawal must straddle one (1) full academic semester. The notice should specify the withdrawal date ('Withdrawal Date'), and if it doesn't, it will be considered insufficient notice. For clarity, consider the following examples of what constitutes insufficient notice:
  - a. If the child plans to leave the school at the end of the sixth academic semester, the school must receive a notice of withdrawal on or before the first day of the sixth academic semester; otherwise, they will forfeit the deposit (security deposit, visa bond).

- b. If the child leaves the school prior to the withdrawal date.
- c. If the withdrawal notice does not specify a withdrawal date, we do not accept provisional or conditional notices of withdrawal. **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 semester must be received by the school.**
- d. All deposits (security deposit, visa bond) paid under no circumstances are treated as payment of tuition fees or any part thereof, and any other payments required to be paid may not be used to set off any amount due and payable by the parent.
- e. A child enrolled with the privilege of a security deposit waiver shall pay an additional **one-semester tuition fee and resource fee** if the child does not complete six semesters of study at the school. Failing which, the school reserves the right to withhold all examination results, certificates, and school records of the child.
- f. There will be **no refund whatsoever** for the annual fee payment method if the child does not complete six semesters of study at the school.

18. All monies refundable under the conditions hereof shall be refunded free of interest and must be claimed by the parent **within six (6) months from the date the child ceases to be a student of the school**, failing which the parent consents and confirms that the school shall immediately and is hereby duly authorised to transfer the said monies into the school improvement fund, whereupon the parent shall have no claim in respect of such monies whatsoever. The school shall be entitled to utilise such monies in the school improvement fund as it deems fit.

19. Where a child has been withdrawn from the school and applies for re-admission, no registration fee will be payable if the child is re-admitted (subject to availability of a place) within three (3) academic semesters from the date the child left the school. The application fee, resource fee, tuition fee, security deposit, and other fees payable, all at the prevailing rate, are required to be paid prior to such re-admission.

#### **BEHAVIOUR AND PARTICIPATION**

20. The parent understands that the student is expected to take a full part in the activities of the school, to attend punctually on each school day, to work hard, to be well behaved, and to comply with the school rules about the wearing of a uniform.

21. Parent understands that unless excused by the school on medical grounds or other compelling cogent reasons, a student must attend classes regularly, participate in all relevant school or extracurricular activities (including physical education and swimming lessons, etc.), and sit for all relevant examinations applicable to the student. Failure to do so shall entitle the school to take such actions as may be required, including limitations, requiring the student to repeat an academic term(s), or withdrawing from the school.

22. The parent consents to allow their child to participate in residential and day-out-of-school field or school trips, theatre performances, or shows, and that all fees payable, including expenses thereby incurred, will be on the parent's or guardian's account.

23. The school reserves the right to place the child in a class that the principal deems academically and developmentally suitable to the child's needs at any time and from time to time while the child is enrolled at the school.

24. The school reserves the right to suspend or expel a child in a case of misconduct or a serious breach of discipline, particularly if this has a detrimental effect (in the opinion of the school) on the other students in the school.
25. In addition to the right of expulsion provided in the clause above, the school may require, at any time, the withdrawal of a child from the school for any reason at the discretion of the principal. Reasons may include matters related to the child's inability to participate in or benefit fully from the school's curriculum or if there is a breach by the parent or the child of any matters or things set out herein.

#### **HEALTH AND SAFETY**

26. Parents may request permission to take their child from school during the day or for periods of up to one week for family events and urgent appointments. These include, but are not limited to, medical appointments, Friday prayers, family holidays, and cultural or religious celebrations. The school will approve any reasonable requests (at the school's discretion) for such absences, and the parent will not be entitled to make any claim against the school arising from such approval.
27. In the interest of the child and/or other students of the school, the principal may, at his or her discretion, prohibit the child from attending the school for such period as the principal deems necessary in the event of the child having a contagious or infectious disease or illness or in the event of an outbreak of a contagious or infectious disease or illness at the school, regardless of whether the child is infected or otherwise. Parents must comply with the quarantine regulations made by any school medical officer or any medical practitioner, as varied from time to time. The parent or child shall have no claim against the school arising from the principal's action.

28. Parent gives his/her consent that in case of emergency, where neither parent nor guardian can be contacted in time, the principal may authorise the medical examination of the child, the calling of further medical or specialist advice, or send the child to a clinic, medical centre, or hospital. All costs for the emergency medical treatment shall be borne by the parents or guardians wholly, or in such event, indemnify the school for such payment. Under such circumstances where the safety of the child is a top priority, the parents or guardians shall not hold the school, related companies, or its staff responsible for such medical treatment administered with whatever consequences.

29. The parent gives his or her consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a student in distress, to maintain safety and good order, or in connection with the student's health and welfare. Parents also consent to their child participating in contact and noncontact sports and other activities as part of the normal school and extracurricular programme and acknowledge that while the school will provide appropriate supervision, the risk of injury cannot be eliminated.
30. The parent confirms and agrees that the school shall not be liable for any death, personal injury, or loss or damage of any kind whatsoever that the child may sustain on his or her person or property at any time, either within the school premises or elsewhere, that is not attributable to the negligence of the school, its officers, or its employees.
31. The parent acknowledges that the school incorporates the usage of the Internet into the curriculum to enhance the child's development activities and agrees that the school has made clear the importance of cyber safety and has implemented sufficient security

measures to shield the child from potential threats on the Internet. The parent agrees that he or she will share responsibility for monitoring the child's Internet usage.

32. It is the responsibility of students to ensure the security and safe use of all personal property, and to clearly mark all such property with the owner's name.
33. Students are responsible for the safe condition and use of all digital and electronic appliances that they bring to school premises.
34. The parent is aware of and agrees that the school will incorporate sex education into the curriculum at the secondary level.
35. The surau facilities within the school will be made available for Muslim students who wish to conduct prayers during school hours. The parent will take the responsibility to inform the school prior to the use of the surau or request that the child use the surau at school to pray. The school will grant all reasonable requests (at the school's discretion) but does not provide supervision for children in the school.

#### **TERMS OF REFERENCE**

36. The school shall be entitled at any time to amend, add, or delete any terms and conditions in respect of the admission of the child, his or her continued enrollment at the school, or any matters related thereto. These Terms and Conditions are intended to promote the education and welfare of each student and the stability, forward-planning, proper resourcing, and development of the school. Parents are asked to be bound by the latest version of the terms.
37. The school may, at any time and from time to time, make rules and regulations relating to the conduct of students in the school and all such matters or things that the child and/or parent may be required to do or comply

with as a student of the school. Any violation of these rules and regulations will be considered a violation of their terms and conditions.

38. All references herein to 'parent' shall mean any and all parents and/or guardians of the child, and the provisions herein shall be binding on them jointly and severally.
39. All references herein to 'student' shall refer to the child who is the applicant, candidate, or enrolled person at the school.
40. The School/We/Us/AIS means AIS International Schools shall be entitled at any time to amend, add, or delete any terms and conditions in respect of the admission of the child, his or her continued enrolment at the school, or any matters related thereto.
41. The Head is the person appointed by the United Renaissance Sdn Bhd to be responsible for the student and includes those to whom any of the duties of the Head or the School have been responsibly delegated. The expression "the head" in these Terms and Conditions means, where appropriate, the principal or acting principal of AIS International Schools and/or the president of the school division for United Renaissance Sdn Bhd.
42. "The parent(s)" means any person who has signed the acceptance form and/or any person appointed by the parent of the child as an education guardian.
43. Education Guardians: When both parents reside outside Malaysia, parental responsibility must be delegated to a suitable adult resident in Malaysia who has agreed to take full responsibility for the student when not at school, to whom the school can apply for authorities when necessary, and who can, if necessary, come to the school at short notice. The school can accept no responsibility during exams, half-terms, or holidays for students whose parents are residents abroad, and

the parents and guardians of such students must make holiday arrangements, including travel to and from school, well in advance. The responsibility for choosing an appropriate educational guardian rests solely with the parents.

44. Terminology: In these Terms and Conditions, "suspension" means that a student has been sent or released home for a limited period, either as a disciplinary sanction or pending the outcome of an investigation or a management review. "Withdrawal" means that the parents have withdrawn the student from the school. "Expulsion," "Removal," or "Termination" mean that the student has been required to leave ("asked to leave") the school permanently in the circumstances described below. "Released home" means that the head has consented to the student being away from school for a specified period of time. "Exclusion" means that the student may not return to school until the arrears of fees have been paid. "Exclusion" may also be used as a general expression covering any or all of the other expressions defined in this clause.

45. Force Majeure: An event beyond the reasonable control of the parties to this agreement is referred to as a storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic disease, or failure of utility service or transportation. If either party to the

agreement is prevented from or delayed in carrying out its obligations under this agreement, one of the steps to be taken to ensure the performance of this agreement

46. Only the school and the parents are parties to this contract. The student is not a party to it. A third party who pays the fee on behalf of the student is not a party to the contract. The acts and omissions of parents are binding on the student, and vice versa, as to any matter of behaviour, discipline, or fees. All requests and authorities made by the parents are treated as being made on behalf of the student, and vice versa.

47. The parents will behave appropriately when on school premises. This includes complying with the school's rules and regulations currently in force. The parents need to wear clean and appropriate attire when entering the school vicinity. The school reserves the right to ask the parent to leave the premises if they do not comply with the school's rules and regulations or misbehave.

48. The offer of a place and its acceptance by the parents give rise to a legally binding contract on the terms of these terms and conditions. This contract was made at the school and is governed exclusively by the laws of Malaysia.

49. The school is committed to complying with the Malaysian Personal Data Protection Act 2010 (PDPA) in protecting our learners' and parents' personal information with the school.

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#### PARENT/GUARDIAN ACCEPTANCE AND DECLARATION

I, \_\_\_\_\_, the parent/guardian of \_\_\_\_\_, hereby confirm that I have read, understood, and agree to abide by the terms and conditions governing admission and enrolment at AIS International School as outlined in the AIS Terms and Conditions (*Governing Enrolment & Admission*).

Signature \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Date: \_\_\_\_\_

Child Name: \_\_\_\_\_ Grade : \_\_\_\_\_