



*Affiliated to the CBSE, New Delhi, India  
Registered with CPE (Regn. No: 200823490E)*



## **YBIS Terms and Conditions**

*(Valid during the students' entire tenure in the school)*

*Confidentiality policy*

*Data & information collected will be treated as confidential  
and is used by the school for official purpose only.*



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## **YBIS Terms and Conditions**

### **1. Meaning**

- 1 a. **YBIS / We / the School** means Yuvabharathi International School Pte Ltd which is constituted as a private company limited by shares under the Singapore Companies Act, Chapter 50.
- 1 b. **Parents / You** means natural parents of the Student or adoptive parent who has accepted responsibility for the Student or legal guardian appointed by an order of Court.
- 1 c. **The Student / Your ward** is the child named in the Application for Admission Form. The Student needs to be eligible to reside in Singapore with the appropriate and valid immigration pass.
- 1 d. **Academic Year** means the current study year with vacation periods as defined in the School academic planner which is on the website/Student portal
- 1 e. **Student Contract** means the contract entered into between YBIS and the Student and/or the Student's Parents.

### **2. Disclosure of nationality / citizenship / residency status by Parents**

- 2 a. Parents undertake to make full disclosure of the student's and parents' nationality, citizenship and/or residency status and provide relevant supporting documents like copies of the Student's/Parents' IC and the Student's visa status.
2. b. Any change(s) in nationality, citizenship, visa status or residency status must be communicated to the school by parents with supporting documents.
- 2 c. If it subsequently becomes apparent after admission that any of the above information has been withheld or false, the School is entitled to terminate the Student's enrolment without any refund.

### **3. Student Records / Official Documents**

- 3 a. The name of the Student in YBIS records shall be same as in the Student's NRIC. Any change of name must be communicated to the school by parents and must be accompanied by supporting documents.



#### **4. Contact Details**

- 4 a. Every parent/student is required to provide their contact details for all communication purpose. Any change in guardianship need to be reported to School immediately with relevant details.
- 4 b. Student/Parent has to update the School of any change in contact details (including but not limited to, email address, phone number/s and home/correspondence address)

#### **5. Learning Support**


- 5 a. Parent/Guardian guarantee that all information regarding health issues, special needs or other learning and behavioral issue of the student were declared to the school before the student was officially admitted to school. If found that any information was withheld or false the school reserves the right to terminate the students without any refund.
- 5 b. If it appears that progress of the student is not satisfactory and further learning support is necessary or an assessment by an educational psychologist is advisable, YBIS may notify parents/guardian and further assessments may be arranged by parent/guardian at their own expense. YBIS shall also request the withdrawal of the Student without any refund if YBIS considers that the School cannot provide for the student's Special Education Needs.

#### **6. Immunisation**

- 6 a. YBIS require student to be immunized as per the prevailing Singapore National Childhood Immunisation Schedule prior to, and where applicable, during his/her enrolment.
- 6 b. Parent/Guardian shall also be responsible for disclosing any medical conditions that require special support by the school at the time of admission.

#### **7. Banned or Controlled Substances**

- 7 a. The School has a zero tolerance for possession, use, or trafficking of controlled substances by students. Any student enrolled at YBIS who is found to be in possession of, using, or selling illegal drugs or controlled substances (as defined in



Misuse of Drugs Act, Cap 185) will be expelled or suspended (whichever is appropriate).

## **8. Use of Student Work/Photographs and Videos**

8 a. Parents grant YBIS an irrevocable and perpetual licence to use Students' work, photographs or videos of the student, and other materials for purposes such as publicising or promoting YBIS and its students' accomplishments.

## **9. Personal Data Policy**

9 a. The personal data that parents and/or student has given to the School for the purpose of the student's enrolment and this agreement is required for maintaining student records, for audit, administration, emergency purpose and for the effective execution and performance of the Student Contract, Terms and Conditions herein, and the collection of such personal data is acknowledged as being reasonable for the purpose of managing or terminating the relationship between the School and the Student within the provisions of and for the purposes of the Personal Data Protection Act 2012 ("PDPA").

9 b. YBIS may utilize the personal data collected in situations including (but not limited to) the following circumstances:

9. a. 1. For emergency contact;


9. a. 2. For school communications;

9. a. 3. For school or Extra Curricular Activity ("ECA") registration;

9. a. 4 Maintaining Student Records;

9. a. 5. For third party service providers;

9. c. Parent, Guardian and/or Student hereby expressly consent for the purpose of the PDPA to his/her personal data being used, disclosed, and/or forwarded by the School to any former school or new school of the Student, YBIS' parent/subsidiary/associated or related companies or entities, insurers, bankers, medical practitioners, if applicable, and to any relevant data intermediary, agent, contractor, service provider or any government authority (at the authority's request) and/or to any party generally for the purposes of the



School's business and operations and for the purposes of the execution of the Student Contract and for bona fide reasons.

9. d. YBIS keeps personal data collected private and secure from unauthorized access, modification, disclosure, use, copying, disposal or similar risks, and will only use personal data for the purpose for which it was collected and/or otherwise in accordance with the provisions of the PDPA.
9. e. The School shall not disclose the personal data collected to third parties except for the purposes and to the extent necessary for which such personal data was collected and/or when express consent is received from the parent/guardian/student and/or when disclosure is authorized by applicable laws and regulations.
9. f. The School keeps personal data for as long as it is necessary for business or legal purposes.

## **10. After School Hours and Non-Working Days**

10. a. No student is permitted on the School's premises on non-working days, neither to remain on YBIS' premises after dismissal. The only exception is when, with the permission of the School Principal or in case they have been asked to do so. The school grounds are the venue for school, sporting events or Extra Curricular Activities (ECAs), and at which one or more teacher(s) who are employed directly by the school is/are present and supervising the activity. The School will not be liable for any injury to students or any loss or damage to student's personal belongings or any unforeseen damages, losses, injuries or circumstances that may result from the Student remaining in YBIS after school hours or as a result of Student's presence on non-working days outside of the permitted exception referred to above.

## **11. Student's Attendance**

11. a. Parent/Guardian shall warrant that the student will take part in the activities of the school and attend school every day, unless a medical certificate is obtained. A minimum of 75 % of attendance is mandatory for regular students and 90 % for those students on Student Pass.



## **12. Excursion / Field Trip**

12. a. Excursion / Field Trip organized by the school for the student is an integral part of the school's curriculum and parent/guardian warrant that the Student shall participate and attend the excursion organized, although it is not mandatory to attend. The estimated cost to be borne by Parents / Guardians for Excursion Week / Field Work is set out in Schedule C of the Student Contract.

## **13. Issuance of Student Identity cards**

13.a A school identity card shall be issued to all students, loss of ID card will be replaced by the School and the replacement fee shall be borne by the parent/student.

## **14. Musical Instruments/sport equipments**

14. a. When any Extra Curricular Activity (ECA) is opted for by the student, the student has to bring the equipments necessary during the scheduled activity days.

## **15. Liability**

15. a. YBIS shall not be held liable for accidental injury or loss of property. YBIS is not responsible for the Student's personal property in YBIS campus or on the way to or from YBIS or on any YBIS sponsored activity.

## **16. Parent/Student Handbook**

16. a. A shortened version of the Parent/Student Handbook is given to the students at the beginning of every year and a detailed copy of the same can be found on YBIS' website. Parents agree to adhere to and be bound by the terms and conditions set out in the Student Handbook.



## **17. Withdrawal Policy**

- 17.a. All requests for Transfer Certificate or Withdrawal notice must reach the school office at least 2 months before the effective date of withdrawal or transfer through filling of form given on the School website failing which, one term tuition fee will be remitted.
17. b. Withdrawal formalities will be completed by the School only upon fulfilment of conditions that include return of School properties, books and payment of any arrears of fees.


## **18. Refund Policy**

18. a. Refer Student Handbook for details.
18. b. In the event that the Student and the School are unable to resolve a dispute in accordance with the grievance procedure referred to in Clause 5.2 of the student contract, the Student and the School may refer the dispute to the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) through the CPE Student Services Centre for mediation prior to instituting any legal action. The Student and the School agree to such procedures and to pay such fees as the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) may prescribe from time to time for the purpose of resolving their dispute.

## **19. Payment Policy**

19. a. Registration Fees - Where the Student is offered a place at YBIS, the Student Contract has to be signed, YBIS shall issue an invoice for the registration fee which the Parent/Guardian shall pay at the time of admission.
- 19.b. Tuition Fees - The tuition fees for each Student are set out in Schedule B of the Student Contract. All tuition fees must be paid before the commencement of each term and by the due date set out in Schedule B. Any refund of tuition fees is subject to the Refund Policy set out in Clause 2 of the Student Contract.
- 19.c. Miscellaneous Fees – The miscellaneous fees for each Student, where applicable, are set out in Schedule C of the Student Contract.



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- 19.d. Goods & Services Tax (“GST”) – All fees quoted in Schedules B and C of the Student Contract are in Singapore Dollars (S\$) and are inclusive of the prevailing 7% Goods and Services Tax. Should there be any change to the Goods and Services Tax, the fees shall be recalculated to reflect the said change.
- 19.e. Late Payment Fee - YBIS will impose a late payment fee of \$50 (GST excluded) per week on any school fee payments that are not received by the due date(s) set out in Schedule B of the Student Contract or the date indicated on invoices issued by YBIS to Parents/Guardian, whichever is later.
- 19.e. Consequence of Late Payment / Non-Payment – the School also reserves the right to bar the Student from attending classes/School transport and to terminate the Student’s enrolment should any school fee payments not be received by the due date(s) set out in Schedule B of the Student Contract or the date indicated on invoices issued by the School to parent/guardian, whichever is later.

## **20. Transport Policy**

- 20.a. To avail school transport, Transport requisition form has to be submitted to the Transport Office at least two weeks before the date of commencement of service. You will be informed of a placement within two weeks of registration.
- 20.b. School is facilitating transport through a private operator. Transport service is subjected to availability. Priority will be accorded to students who are traveling two-way.
20. c. Transport fee of each student is set out in schedule C of the student contract and will be deducted through GIRO along with the tuition fees.
20. d. For withdrawal from the service two full months’ notice or two-month transport fee has to be remitted.

## **21. Notice**

21. a. Any notice, request, demand, explanations, advisories or other communication may be in writing delivered personally or by emails.



## **22. Severability of Provision**

22. a. If any provision hereunder or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions in this Contract.

## **23. Indulgence Waiver**

23. a. No failure on the part of any party to this Contract to exercise and no delay on the part of any party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Contract preclude any other or further exercise of it.

## **24. Remedies**

25. a. No remedy conferred by any of the provisions of this Contract is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the parties to this Contract shall not constitute a waiver by such party of the right to pursue any other available remedies.

## **25. Successors and Assigns**

25. a. The terms hereunder shall be binding upon, and ensure for the benefit of, the successors, personal representatives and permitted assigns of the parties PROVIDED THAT neither the School nor the Student shall be entitled to assign its rights and/or obligations without the prior written consent of the other party. The School shall also not be entitled to assign its rights and/or obligations under this Contract without the prior consent of the Council for Private Education, irrespective of any consent or waiver by the Student.



## 26. Governing law

26. a. The Terms and Conditions shall be governed by and construed in accordance with the governing law stated in the Student Contract.

## 27. Dispute Resolution

27. a. Any and all disputes arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination shall be settled using the way arranged by YBIS in the first instance. If the Student and the PEI cannot settle a dispute using the way arranged by the PEI, the Student and the PEI may refer the dispute to the CPE Mediation-Arbitration Scheme.

27. b. All disputes and the resolution of such disputes (whether conducted through mediation, arbitration or otherwise) shall be strictly confidential between the parties.

*For details: <https://www.cpe.gov.sg/student-services/dispute-resolution>*

## 28. Confidentiality

28. a. The Student consents that YBIS, its officers and staff may obtain, hold, use and communicate, on a “need-to-know” basis, confidential information which, in their opinion, is material to the safety and welfare of the Student. The Student consents to YBIS communicating with any other school which the Student has attended, or currently attends or which the Student should attend about any matter concerning the Student or about payment of fees, whether or not the information being passed on is also held in machine readable form. The confidentiality obligation of the School shall not apply to:

28. b. Any information which becomes generally known to the public;

28. b. 1. Any information which is, at the time of disclosure, legally in the possession of the School or

28. b. 2. Any information which is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent government authority or rules or regulations or policies of any relevant regulatory body.



## **29. Counterparts**

29.a. The Student Contract may be executed in one or more counterparts, each of which will be deemed to be an original copy hereof and all of which, when taken together, will be deemed to constitute one and the same document. Each counterpart may be delivered by electronic transmission or facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

## **30. Force Majeure**

30.a. In the event that any party shall be rendered unable to carry out the whole or any part of its obligations for any reason beyond the control of that party, including but not limited to acts of God, force majeure, strikes, war, riot and any other causes of such nature, then the performance of the obligations hereunder of that party or all the parties as the case may be and as they are affected by such cause shall be excused during the continuance of any inability so caused, but such inability shall as far as possible be remedied with all reasonable dispatch. For the avoidance of doubt, this Clause shall not apply to cases where:

30.a.1. YBIS is declared to be insolvent and/or a winding-up order made or bankruptcy issued by the Singapore court against YBIS; and

30.b.2. On issue of order by the relevant authority to cease and/or terminate the operations of YBIS, or the happening of anything of a similar nature under the laws of Singapore.