

Terms and Conditions of Enrolment at HIS International School (HIS)

The Terms and Conditions of Enrolment in HIS International School (HIS) (hereinafter referred to as “the School” or “HIS”) are to be read in conjunctions with the School’s calendar. These form part of the agreement between the School and the parent/guardian of the student (hereinafter referred to as “the Parent”) as named herein.

Update 1/3/2023

1. Enrolment

1.1 All enrolments are subject to the following Terms and Conditions, which become legally binding on written confirmation of acceptance by the School.

1.2 The School reserves the right to withhold acceptance of an enrolment at its discretion, if such action is deemed to be in the best interests of the student or the School.

1.3 An International Student’s application is subject to the relevant approvals by the Malaysian Ministry of Education and Immigration Department of Malaysia.

1.4 On receipt of an Offer of a place of study and upon Acceptance of Enrolment, the parent/guardian is required to settle payment for the required registration fee, deposit, admission fee, technology fee, term fee and any other related fees at the rate applicable for the term for which the place is offered within and no later than the stipulated deadline as stated on the letter of offer. (Please refer to fee schedule for details). The Offer of a place of study, and all payments made to date, is considered null and void if the full settlement of the required fees is not made by first day of class.

2. Law

2.1 This Agreement is subject to the laws of Malaysia and the parties submit to the exclusive jurisdiction of the Malaysia Courts in all matters arising from this Agreement.

2.2 Liquor, drugs, cigarettes/vape devices/e-cigarettes, crude or vulgar symbols/language, pornographic materials, and the viewing of pornography on devices, weapons, not restricted to firearms, mock-weapons and blunt objects are strictly prohibited and barred from the school premises.

2.3 Bullying (which includes cyber-bullying) and crude or vulgar behaviour or language are restricted on the school’s premises

2.4 Sexual/immoral activities are restricted on the school’s premises.

2.5 Romantic relationships between students and teachers/staff are highly prohibited and may result in dismissal and subject to authorities in relation to Malaysian law.

3. Application

3.1 A non-refundable application fee is payable upon submission of application for the student at the School. After a successful interview and placement assessment, and a place is offered, an enrolment fee and a security deposit should be paid to lock in the child’s placement at the school (and before the child starts school). School fees should be paid before the following term.

4. Security Deposit

4.1 There is one deposit payable per student. A refundable deposit of RM5,000.00 or otherwise stated is payable by the Parent upon application. The deposit will be refunded without interest when the student withdraws from the School in accordance with this Agreement. The deposit is refundable in full with 1 full term’s (6 months) withdrawal notice in writing.

4.2 Should there be an increase in school fees; the deposit must be topped-up to an amount stated at the discretion of the school.

5. Insurance Premium

5.1 An annual insurance premium for the Student Group Protection Plan will be arranged by the School. This is compulsory for all students and is included in the term fees.

5.2 10 working days are required from the time full payment has been made for the initial payment to process the Personal Accident Insurance.

6. School Uniforms

6.1 The wearing of school uniform is compulsory for students from Grade 1 onwards. School uniforms and sports attire are available at an additional cost.

6.2 Students are to keep to grooming standards as detailed below:

- a. Hair – to be kept neat and not obstructing the student's eyesight
- b. Jewellery/Accessories – Jewellery and Accessories are permitted as long as they do not display any anti-moral imagery and text.
- c. Shoes – to be worn with black/white socks and shoes must be black/white sneakers.

7. School Meals

7.1 Food meals are halal certified and in accordance with the weekly schedule. Water is available from the assigned water dispenser(s).

7.2 Students may bring additional food, drinks, & snacks from home. Alcohol is strictly prohibited and against the law for minors 18 years and below.

7.3 Food and drinks can be purchased from the designated canteen. Payment for food and selection is managed by the canteen operator.

7.4 Preschool students can subscribe to a Lunch and Snack catering plan as provided by the canteen operator.

7.5 Student are not allowed to leave the campus to purchase food at any time.

8. Special Educational Needs Students

8.1 The School must be informed of any academic, physical or behavioural issues relating to a student prior to formal enrolment application. In such cases, all relevant supporting documentation will be requested. When necessary, further documentation or evaluation may be required. Failure to inform the School of any relevant issues may jeopardize the enrolment or continued enrolment of the student.

8.2 Where a student with Special Educational Needs is enrolled in the School, subsequent ongoing placement will be based upon the student's ability to continue to function independently (or with student funded support personnel) within the School's regular program and with positive outcomes for the learning or well-being of other children.

8.3 A provisional or, in the case of behavioural issues, a probationary placement may be offered. In such cases, the student may be requested to terminate their enrolment if this is considered to be in the best interests of the student and/or the school community as a whole.

9. School Fees

9.1 School fees are annual and are billed on termly basis. The full terms fees are payable in advance, before the beginning of each term. The term billing periods cover: Term 1: January-June, Term 2: July-December.

9.2 For students requiring English as an Additional Language support, as decided by the School, an additional fee is added to the Term fees bill.

9.3 Additional fees for After School Activities/Extra Curricular Activities and Holiday Program activities will be billed separately.

9.4 For new students commencing during an academic year, fees will be determined according to the duration of the school term. Placement prior to the 1st April for Term 1 and 1st October for Term 2 will be billed full term fees, while placement after 1st April for Term 1 and 1st October for Term 2 will be billed half a term fees. Please refer to the HIS International School calendar for the academic semester dates.

9.5 All fees are subject to Service Tax. There is no Service Tax on refundable deposit.

9.6 All payments must be within 14 days from date of invoice.

9.7 Where any fee or part of a fee remains unpaid after the due date, the School reserves the right to:

9.7.1 Charge interest on the overdue amount at the average of 5% or RM200 whichever amount that is greater from the due date until payment; and/or

9.7.2 Cease supplying any course materials and tuition services to the student without prejudice to the obligation to pay fees; and/or

9.7.3 Demand payment in full of all fees and instalments outstanding to that date; and/or

9.7.4 Cancel registration of the student with no recourse to a refund of security deposits, registration, and administration fees if at any time payments fall in arrears without prior written arrangements.

9.8 The Senior Management Team reserves the right to terminate the enrolment of a student if the account remains outstanding after final reminder has been served.

9.9 The Parent/Guardian/Sponsor/Payee shall pay all legal fees and other administrative costs and disbursements incurred in connection with the demand or enforcement of the payment of money due hereunder or the observance and performance of any covenants undertakings stipulations Terms and Conditions or provisions herein contained.

9.10 School fees are payable in full from the day of enrolment, and a student is considered enrolled until a written notice of withdrawal is received by the Head of School. The last day of attendance at school is the date stated on the written withdrawal notice, and potential refundable fees will be determined according to the duration of the school term. Continued absence from the School is not deemed to be service of withdrawal notice.

9.11 The School reserves the right to increase the school fees at its discretion as it deems fit, from time to time during the student's enrolment in the School. The Parent shall be given notification of any such increase, and the revised fee shall be payable effective from the date stipulated in the notification.

9.12 In the event of transfer of a student to another HIS school branch, the school fees, deposit and Terms and Conditions of the school branch transferring to will apply.

9.13 All bank charges involved in the electronic transfer of payments, to the School's bank account, including those receiving bank, shall be borne by the remitter.

9.14 In the event of some incident or event occurring within or affecting Malaysia such that the School is required by the relevant authorities of the Malaysia Government to close during the currency and/or aftermath of such incident or event, the School will not be obliged to refund all or any part of the fees or refundable deposit.

9.15 No transcripts, transfers, or other records will be released until full payment is received.

9.16 There will be a fee charged for any reprint of any documentation provided such as, but not limited to, certificates, transcripts, progress reports, testimonials, invoices, receipts, and letters. Fee is determined on a per request basis, charged with a minimum, but not limited to RM200.

9.17 Discounted fee rates are as stated on the published fee schedule, and not applicable with any other discount or scholarship. Discounts cannot be stacked upon each other. The greater discount rate will be honoured. The school reserves the right to make changes to its offers at any time with or without written notice.

10. Parental Obligations

10.1 The School operates to a regular timetable, and it is a contractual obligation on the part of the Parent to ensure that the child attends all school days in a timely manner.

10.2 Parents must inform the school in writing of any potential or prolonged absence of the child.

11. Withdrawal

11.1 Request for withdrawal must be made in writing addressed to the Head of School. Any request for withdrawal from the School, other than in writing, will not be entertained. The Enrolment Fee paid to the School is not refundable. Refund of the deposit and potential term fees will be governed by the conditions stated above, including but not limited to Clause 4.1 and Clause 9.10 respectively.

11.2 A minimum of 1 term (6 months), fee paying withdrawal notice is required, in writing, for a full refund of deposit.

11.3 Circulation of a 1 term withdrawal notice period excludes holiday activity programs, holiday periods, or school closure. The required notice must fall within the period as published by the School. Table A provides an explanation of the 1 term withdrawal notice.

11.4 School fees for the withdrawal period must be settled in full. Any outstanding debts will be deducted from the deposit.

11.5 School fees paid in advance beyond the withdrawal period will be determined according to the duration of the school term.

11.5a. Refund of Half Term Fees: Final day of attendance before 1st April for Term 1 and before 1st October for Term 2 will be refunded half term fees.

11.5b. No Refund for Term Fees: Final day of attendance after 1st April for Term 1 and after 1st October for Term 2 will not be refunded any term fees.

Please refer to the HIS school calendar for the academic term date.

11.6 Parents may give a provisional notice of withdrawal if they are not sure of the exact date of their departure. A minimum of 1 term fee-paying notice is still required in writing, for a full refund of the deposit.

11.7 Once a student has formally withdrawn from the School, re-enrolment will only be permitted with the approval of the Senior Management Team. Re-enrolment will only be permitted within the first term of withdrawal, after which the full application process is required.

11.8 The Head of School reserves the right to withdraw admission of a student from the School for any case judged to be in the best interest of the School.

12. Service of Notices

12.1 Any notice given under this Agreement shall be:

12.1.1 By registered or recorded delivery mail

12.1.2 By facsimile transmission (confirmed by post)

12.1.3 By any other means which any party specifies by notice to the others.

12.2 Each party's address for the service of notice shall be as indicated herein or such other address as specified by notice to the others.

13. Waiver – Full Form

13.1 None of the demand for or the acceptance of payments under this Agreement or the failure by the School to enforce any of the terms or conditions of this Agreement at any time or for any period will release or exonerate or in any way affect the liability of the Parent or be a waiver of:

13.1.1 Those terms or conditions;

13.1.2 The right of the School at any time afterwards to enforce each and every term and condition of this Agreement; or

13.1.3 Any penalty attached to their non-performance.

14. Entire Understanding

14.1 This Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions, or obligations, oral or written, express or implied other than those contained in this Agreement.

15. Amendment

15.1 The School shall have the rights to change the contents of this 'Terms and Conditions' document and/or create new Terms and Conditions from time to time as it may at its absolute discretion deems fit. Amendments and/or additions to these Terms and Conditions may be made by notifying you either by ordinary post to the last known address of the parents in the School's records, update on the school's website or by email. You shall be bound by the amendments or the new Terms and Conditions, whether or not you shall have actual notice thereof, from the date of such posting.

16. Illness or Injury

16.1 The School is unable to refund fees when the student is absent from programs due to illness or injury or other emergencies, unforeseen event or change in personal circumstances.

16.2 The School takes every measure within its ability to protect the safety of all our students and staff alike. By signing this form, you indemnify The School, Harvest Education Group Sdn. Bhd., its staff and directors should any injury, death, or injury resulting with death of your child, caused by your child, another student, students, staff members, or injury, death, or injury resulting in death in/on/around/ The School's premises/campus.

16.3 The School reserves the right to make a police report should there be any incident that warrants it.

16.4 In case of an emergency, where the parent/guardian cannot be contacted for consent, the Principal/Deputy Principal may authorize the medical examination of a child, the consultation of additional medical or specialist advice, or referring the child/ward to a clinic/medical centre/hospital. All expenses and cost incurred thereby will be borne by the parent/guardian.

17. Reservation of Rights

17.1 The School reserves the following rights:

17.1.1 To alter the content, nature and venue of a program at any time;

17.1.2 To alter the details of any published information at any time;

17.1.3 To alter method of payment if deemed necessary at any time; and

17.1.4 To assign the whole or any part of the agreement between the person responsible for the fees and the School, to any person or body, at any time.

17.1.5 To alter the subject listing, extracurricular activities, offerings, and teaching faculty at any time.

17.1.6 To alter the type or facilities provided both physically and virtually (online), along with the use and function of those facilities at any time.

18. Refund of Deposits

18.1 Any balance that is refundable from the deposit will be paid by cheque/check made out to the person responsible for the fees, unless the School is instructed otherwise in writing.

18.2 The refund will be paid back within two months of the student's final day of school.

19. Miscellaneous

19.1 The School shall not be liable for any loss suffered by the student resulting from any event that is beyond the reasonable control of the School.

19.2 The School shall not be liable for any error, omission or misstatement in the School website, literature or publications.

19.3 The School reserves the right without prior notice to make changes as deemed appropriate in regard to teaching staff, course offerings, curricula, academic policies, and/or other rules and regulations affecting students.

20. Handphones, Devices, & Personal Belongings

20.1 Students will be allowed to bring their handphones and electronic devices to class, however they will be kept in individual ziplock bags and placed in the class box. Phones and devices will only be returned at the end of the class day.

20.2 The School shall not be liable for any loss or damage of any belongings of the student. The student brings these items and is to take care of their own belongings at their own discretion.

21. Marketing and Promotional Materials

21.1 Students and parents, including testimonials, records of grades, achievements, media and the like may be used in any promotional materials published by HIS, without any financial or non-financial compensation.

21.2 Students may be recorded/photographed from time to time by our marketing department for marketing and promotional purposes with or without prior notice.

22. Security

22.1 HIS employs security personnel who may need to check the identity of students and visitors who enter the HIS compound. Individuals may be barred from entry if found to be dangerous, without the right approval for entry, capable of causing potential harm, or revoked from access by the management.

22.2 There are CCTV cameras around the HIS compound and are constantly recording for security purposes. By entering the HIS compound, you agree to being recorded. These recordings may be provided to third parties in certain cases, such as vandalism, theft, unethical behaviour, actions to cause harm and the such are found.

22.3 Students found to be breaking the rules of HIS or any Malaysian Law, may be reprimanded, and may face charges according to the Malaysian Law and disciplinary action from HIS which may/but not limited to include the expulsion/suspension of the student from HIS.

23. HIS International School reserves the right to terminate/cancel the enrolment of any student at any given time at their own discretion. Especially in the case that a student exhibits any behaviour/characteristics that require Special Needs or other support.

Table A: Explanation of 1 term fee-paying withdrawal notice

a. 1 term: A total of 6 months conclude a term, categorized by Term 1 (January-June) & Term 2 (July-December)

b. Fee-paying notice: School fees are payable for the full withdrawal notice period.

c. For the calculation of the 1 term notice period: holiday activity programs, holiday periods, or school closure periods will not be considered. To be effective, notice of withdrawal must cover at least 6 month(s). This applies even in the case of attendance and payment for holiday activity programs.

Examples:

1. For a student not continuing into Term 2, withdrawal notice must be received by the school at least 6 months before the end of the previous term (Term 1).

2. For a student not continuing into next academic year, withdrawal notice must be received by the school at 6 months before the end of Term 2.