



## KTJ Parent Contract

### 1. **RECITAL**

- 1.1 This is a contract of enrolment which sets out, *inter alia*, the rights and obligations between the School and the Parents of the Student ("this Contract").
- 1.2 To ensure that all parties are aware of their duties and responsibilities, Parents are encouraged to read this Contract carefully and to sign it only after all queries have been addressed by the School. When the Parents sign this Contract, they confirm that they understand and agree to the rights and obligations imposed on the Parents and the named Student regarding this Contract. For example, paying fees on time, being responsible for the behaviour of the named Student and ensuring that the Parents comply with all Policies of the School. If there are any terms which are not fully understood, the Parents should communicate them before signing.
- 1.3 This Contract is made up of the terms and conditions set out herein but 'the KTJ Parent Handbook', and any other applicable Handbook and Policies current to the date hereof may be referred to in aid of interpretation and to provide more details. In the event of any discrepancies or inconsistencies, the terms and conditions set out herein shall prevail.
- 1.4 This Contract will take effect on the date it is executed. For avoidance of doubt, this Contract shall supersede all previous versions of the Parent Contract, agreements, negotiations, undertakings, promises, arrangements and representations (whether written and/or oral) made by and/or entered into by the Parents and the School.

### 2. **DEFINITIONS AND INTERPRETATION**

- 2.1 'The named Student': the Student admitted to the School to be educated at any form or year level and whose name appears as the Student in this Contract / document. For the purposes of this Contract, this definition shall apply notwithstanding that he or she has reached the legal age of majority.
- 2.2 'The Students': all the Students of the School or all the Students of a particular group, unless the context otherwise requires.
- 2.3 'The person authorised by the School for the purpose': the School's staff (including but not limited to Academic staff, matrons and houseparents'), volunteers, third party providers and any other persons authorised by the School to conduct or carry out any matters in relation to the Students on behalf of the School.
- 2.4 'Refundable Deposit': a refundable deposit payable to the School when the Parents accept the offer of a place for the Student which can be refunded or forfeited under Clause 3.2 of this Contract.
- 2.5 'Parents': includes both of the parents of the Student or the survivor of them and shall include a person who has legal custody of the Student.



- 2.6 'Registration Fee': means a non-refundable registration fee payable when the Parents register the Students with the School.
- 2.7 'Learning Difficulties': any difficulties in acquiring knowledge and skills at the same rate expected of the Students of the same age due to, including but not limited to, dyslexia, attention deficit disorder (ADD), attention deficit hyperactive disorder (ADHD), Asperger's syndrome, autism, speech/language delay, motor development difficulties, neurological barriers, hearing impairments, visual impairment, physical barriers, behavioural or emotional barriers or any other medically assessed special needs.
- 2.8 The singular shall include the plural and vice versa, except where the context otherwise requires.
- 2.9 The masculine shall include the feminine and vice versa except where the context otherwise requires.
- 2.10 'Policies': the principles, guidelines, handbooks and/or rules adopted by the School and shared with all stakeholders for the purpose of achieving specific objectives, including but not limited to the KTJ Parent Handbook. These objectives could be related to any issue pertaining to the operation of the School, such as academic, curriculum, the manner of providing education for its Students, health and safety of Students or Students' behaviour.

### **3. ADMISSION AND ENTRY**

- 3.1 The School requires the consent and signatures of both Parents or the surviving Parent to sign this Contract upon accepting the offer of a place for the named Student in the School unless there is a Court Order granting the sole custody of the named Student to one of the Parents. In special circumstances, the Principal may agree to waive the signature of the second Parent.
- 3.2 The Parents shall give the School written notice to the Principal of the School of their intention to withdraw the named Student from the School at least one full term prior to the date on which the named Student is actually withdrawn. For avoidance of doubt, the deadline for giving such written notice is as follows:-
- (a) if the named Student intends to leave the School at the end of Term 1 (November / December) = 1<sup>st</sup> September;
  - (b) if the named Student intends to leave the School at the end of Term 2 (March / April) = 10<sup>th</sup> January; or
  - (c) if the named Student intends to leave the School at the end of Term 3 (June / July) = 25<sup>th</sup> April.



In the event of any potential transfer or move of the named Student to another school, the Parents shall give the School written provisional notice of their intention to withdraw the named Student from the School. For avoidance of doubt, the School retains the absolute and sole discretion on whether to accept the written provisional notice or otherwise. In such a case and subject to production of any written proof of the potential transfer or move (to another school) by the Parents, a place in the School will still be secured for the named Student for a period up to 1 year. Subject to the following, the Refundable Deposit shall be refunded to the Parents upon the named Student's withdrawal from the School:-

- (a) The Refundable Deposit will be forfeited by the Parents in the absence of timely notice. Such forfeited Deposit will be regarded as the School income and the School reserves the right to use the Deposit to offset any outstanding fees and the Parents undertake to pay in full any additional outstanding payment or expenses before the withdrawal; and
- (b) The Refundable Deposit will be forfeited by the Parents if the Parents accept the offer of a place for the named Student but the named Student subsequently fails to enter the School.

3.3 Upon enrolling the named Student, the Parents must:-

- (a) Complete and submit to the School a medical questionnaire in respect of the named Student and provide the School with copies of medical, psychological or educational assessments or reports relevant to the education and care of the named Student before entry to the School. Such materials are a prerequisite to enable the School to provide the best education for the named Student. Failure to disclose any such information, regardless of whether intentional or unintentional, may result in the named Student not making the expected progress in the School. The School also reserves the right to remove the named Student from the School and terminate this Contract immediately in the event it is discovered that any such information has been deliberately and/or intentionally withheld from the School;
- (b) Have fully disclosed in the registration form if the Parents are aware or suspect that the named Student has or has had any learning difficulties, and the Parents must provide the School with copies of all written reports and other relevant information or assessment on the same. Failure to disclose any such information, regardless of whether intentional or unintentional, may result in the named Student not making the expected progress in the School; and
- (c) Obtain from the School copies of the then current KTJ Parent Handbook and read and understand the same.



- 3.4 The Parents hereby acknowledge, agree and consent to the School utilising the CPOMS Safeguarding Software System. The Parents further agree and consent to the School releasing information in relation to the named Student which is stored on the CPOMS Safeguarding Software System to another school (upon request of the said school) in the event of any transfer or move of the named Student to another school.

#### **4. FEES**

- 4.1 The Parents jointly and severally agree to pay to the School the Fees as stipulated in the prevailing Schedule of Fees on a termly basis, before the beginning of each term. An invoice will be emailed to the Parents by the accounts team confirming the amount due before the beginning of each term.
- 4.2 In the event that there are any Fees which remain unpaid after one (1) months' notice of the unpaid Fees from the School to the Parents, the School reserves the right to refuse to allow the Student to attend the School. In the event any Fees still remain unpaid after the completion of one (1) term, the School reserves the right to request the relevant immigration authorities / bodies to cancel the Student Pass of the named Student.
- 4.3 The School reserves the right to review the fees annually and may increase the fees to such amount as it considers reasonable in all the circumstances. Notice of an increase in the fees will be sent to the Parents at least one full term prior to the date on which the increase is to take effect.
- 4.4 Fees will not be reduced or waived in the following circumstances where no education could be provided to the Student or where education is provided to the Student remotely (including, for example, by sending the Student work assignments electronically or by post) on a temporary basis:-
- (a) Absence of the Student due to illness or injury;
  - (b) The Student takes study leave at home before or during public examinations or stays at home following those examinations;
  - (c) Shortening of a term or extension of a School holiday; or
  - (d) The School is temporarily closed due to adverse weather conditions or any reason deemed fit and appropriate by the School.
- 4.5 In the event of an expulsion, withdrawal made with the agreement of the School or removal of the Student, there will be no refund of the Registration Fee but the Refundable Deposit and Tuition Fees for the term, if paid, will be prorated according to the term remaining and refunded to the Parents less any sums owing to the School. In the event of any Tuition Fees remain outstanding for the term already attended by the Student, the sum will be deducted accordingly from the Refundable Deposit and the Parents shall pay the shortfall, if any.



## **5. SCHOOL'S OBLIGATIONS**

5.1 The prevailing KTJ Parent Handbook as at the date of execution of this Contract contains information regarding the School and its policies such as the curriculum or the manner of providing education for its Students. The School reserves the right to change the contents of this handbook and the School policies and to update the same at their discretion, but whenever possible the School will give notice of the proposed changes by the end of the term before the term during which the changes are to take effect.

5.2 Subject and in addition to the Student attaining the minimum academic standard, consistently maintaining satisfactory disciplinary or behavioural records throughout his past academic years with the School and the availability of a dormitory place and day place, the School has the absolute discretion to determine whether or not to continue to provide a place for the Student when:-

(a) Transitioning from primary into secondary;

(b) Transitioning into the sixth form; or

(c) In all other circumstances.

In the event that the Parents are dissatisfied with the School's decision, they may raise it with the School in accordance with the School's Complaints Policy and Procedures, which is available on the School's website.

5.3 In the event the Parents no longer wish / intend for the Student to transition from primary into secondary or transition into the sixth form after the Student has received an unconditional offer from the School (to transition from primary into secondary or transition into the sixth form), the Parents shall give written notice to the School and the Principal of the School of such intention at least one (1) full term prior to the date on which the School term commences. For avoidance of doubt, the School retains the sole and absolute discretion on whether to accept such written notice or otherwise. The Refundable Deposit will be forfeited by the Parents in the absence of timely notice. Such Forfeited Deposit will be regarded as the School's income and the School reserves the right to use the Forfeited Deposit to offset any outstanding Fees and the Parents undertake to pay in full any additional outstanding payment or expenses forthwith.

5.4 While the Student remains a Student of the School, the School undertakes to exercise reasonable skill and care in respect of his education and welfare. This obligation will apply during School hours and at other times when the Student is permitted to be in the School premises or is participating in activities organised by the School.



- 5.5 The School will not subject the Student to corporal punishment. This prohibition includes the administration of corporal punishment to a Student during any activity, whether or not within the School premises, and applies to all members of staff. However, the School reserves the right for its academic staff to use reasonable force to control or restrain a Student in specific circumstances deemed to be necessary, to prevent a Student from doing or continuing to do any of the following:
- (a) Committing any offence;
  - (b) Causing personal injury to any person including the Students themselves; or
  - (c) Causing damage to the property of any person including their own property.
- 5.6 Unless the Parents notify the School in writing to the contrary, the Parents hereby consent to the Student participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- 5.7 The School will monitor the Student's progress in the School and produce reports twice a year. The School will advise the Parents if the School has any concern about the Student's progress, but the School does not undertake to diagnose any Learning Difficulties or other specific medical conditions. A formal assessment can be arranged either by the Parents or by the School at the Parents' expense. The Parents may be asked to withdraw the Student if it is in the opinion of the School that it cannot address or provide adequately for the Student's special educational needs. In such a case, Clause 4.5 above will apply.
- 5.8 The School allows and provides for all religious worship in the School which shall be conducted in accordance with the KTJ Parent Handbook. The School respects all its Students rights to practise their religion.
- 5.9 The School including its teachers and academic staff will maintain a courteous and constructive relationship with the Parents.
- 5.10 The School including its teachers and academic staff will provide cooperation and assistance to the Parents to ensure (so far as reasonable and in appropriate or necessary circumstances) that the Students can participate and benefit from the School's provision of education in accordance with the terms of this Contract.

## **6. PARENTS' OBLIGATIONS**

- 6.1 In order to fulfil the School's obligations, the School needs the co-operation of the Parents, including but not limited to the following:-
- (a) Fulfilling the Parents own obligations under the terms and conditions of this Contract;



- (b) Encouraging the Student in his studies, and giving appropriate support at home;
- (c) Keeping the School informed of matters which affect the Student physically, mentally and emotionally including any changes in the marital relationship between the Parents or parental relationship with the Student;
- (d) Maintaining a courteous and constructive relationship with School academic staff;
- (e) Providing cooperation and assistance to the School to ensure (so far as reasonable and in appropriate or necessary circumstances) that the Student can participate and benefit from the School's provision of education in accordance with the terms of this Contract;
- (f) Attending meetings and otherwise keeping in touch with the School where the Student's interests so require; and
- (g) Acquainting themselves with the current KTJ Parent Handbook and checking the School's website and parent portal regularly for any updates in the Handbooks and other School Policies.

6.2 The Parents shall notify the School in advance of any reason for the Student's absence from the School. Wherever possible, the School's prior written consent should be sought for the Student's absence from the School.

6.3 Subject to the availability of a dormitory place and day place, the Parents shall give the School at least one (1) term's notice in writing of their intention to transfer the Student from day to boarding school or from boarding to day school. For avoidance of doubt, the deadline for giving such written notice is as follows:-

- (a) if the named Student intends to transfer for Term 1 = 25<sup>th</sup> April;
- (b) if the named Student intends to transfer for Term 2 = 1<sup>st</sup> September; or
- (c) if the named Student intends to transfer for Term 3 = 10<sup>th</sup> January.

6.4 The Parents understand and agree that the School cannot accept any responsibility for the welfare of the Student while off the School premises unless he is taking part in a School activity or otherwise under the supervision of a member of the School staff.

6.5 The Parents understand that the School will host and/or participate in and/or organize various activities, educational visits and/or field trips (within or outside the School premises) from time to time. The School will inform the Parents of such activities, educational visits and/or field trips in advance, whenever possible and/or practicable. If the Parents do not wish and/or intend for the Student to attend and/or participate in such activities, educational visits and/or field trips, the Parents must inform the Principal in advance in writing.





To the best of its ability, the School will endeavour to provide an attendant matron/nurse and/or member of staff trained in first aid on and/or during such educational visits and/or field trips to render medical assistance or aid. The caveat in paragraph 8.3 below applies here in equal force.

- 6.6 The Parents understand and agree that they shall bear all proportionate or reasonable expenses arising from the Student's participation in any activities, educational visits or field trips organised by the School whether within or outside the School premises. This includes the costs or expenses arising from any damage or loss to property within or outside the School premises and/or property belonging to the School caused by the Student at any time, including during activities, visits or trips.
- 6.7 The Parents agree to indemnify the School and keep the School indemnified against any losses, damages and/or expenses that the School may suffer or liability that may be imposed on the School arising from or as a consequence of or in connection with (whether directly or indirectly) any damage or loss to property caused by the Student outside the School premises at any time, including during activities, visits or trips.
- 6.8 If the Parents have a cause for concern as to a matter of safety, care, discipline or progress of the Student, they must inform the School without delay. Complaints should be made in accordance with the School's Complaints Policy and Procedures which is available on the School's website. The Parents shall pay whatever Fees outstanding prior to lodging any complaints or pending resolution of the complaint lodged.
- 6.9 The Parents understand and agree that the School does not have the facilities and resources to provide high quality education to Students with special needs. Nevertheless, the School may still accept Students with mild degrees of Learning Difficulties or special needs. However, the Parents undertake to inform the School in writing ([via email to registrar@ktj.edu.my](mailto:registrar@ktj.edu.my) and [principal@ktj.edu.my](mailto:principal@ktj.edu.my)), before the Student's admission to the School, if the Student has any special needs or which require special arrangements. These needs may be due to any of the Learning Difficulties. The Parents further undertake that they will withdraw the Student upon being requested by the School if, in the professional judgment of the School and the Student's teachers, and after consultation with the Parents and with the Student (where appropriate), the School forms the view that such vital information about the Student's special needs have been deliberately withheld (before and/or after the Student's admission to the School) from the School. In such a case, Clause 4.5 above will apply.
- 6.10 The Parents must remove the named Student from the School and this Contract will be terminated forthwith if, after an initial period appropriate to the nature of the special needs, the School is of the reasonable opinion that:-
- (a) The School cannot, or can no longer, provide for or address the special needs of the named Student adequately; and
  - (b) Another School would be better suited for the remedial education of the named Student;
- and in such a case, Clause 4.5 above will apply.





- 6.11 The Parents understand and agree that the named Student shall remain solely responsible for the selection of members of staff that the student approaches and for the procurement of any reference letters and/or letters of recommendation from the School's staff including but limited to obtaining the contact details of those members of staff that the student may require to contact in order to request for reference letters and/or letters of recommendation. The Parents further acknowledge and agree that the School and/or the School's staff are not under any contractual obligation to issue any reference letters and/or letters of recommendation and therefore shall not be held liable for the outcome of any reference letters and/or letters of recommendation in relation to the named Student nor responsible for the content of the reference letters and/or letters of recommendation. The School is under no obligation to render any assistance to the student to contact members of its staff and/or former staff or make available the contact details of its staff and/or former staff to students for any purpose whatsoever.
- 6.12 The Parents understand and acknowledge that the School will contact the Parents annually to request the Parents to update, amongst others, the named Student's contact details, medical details and medical history. The Parents agree that they are solely responsible to provide the School with an update on the named Student's contact details, medical details and medical history in a timely manner.
- 6.13 The Parents understand and acknowledge that the School will utilise an online system to obtain the Parent's consent in respect of the participation of the named Student in day trips, residential trips and sports fixtures organised by the School. If the Parents do not wish and/or intend for the named Student to attend and/or participate in such day trips, residential trips and/or sports fixtures, the Parents must decline / refuse consent on the said online system and/or inform the Principal in advance in writing.
- 6.14 The Parents agree to provide the School with their Tax Identification Numbers (TIN) upon request of the School for the purposes of e-Invoicing as mandated by the Malaysian Inland Revenue Board.

## **7. BEHAVIOUR AND DISCIPLINE**

### Right of expulsion

- 7.1 The Principal has the discretion to expel a Student if it is proven that the Student has committed a grave breach of discipline, a series of lower level breaches of discipline, a serious criminal offence or an accumulation of lower level criminal offences. Expulsion is reserved for the most serious breach and the School will act in accordance with procedural fairness in all cases. All aspects of the Student's records with the School will be taken into account. The guidelines on expulsion of Students can be found in the School's Exclusions Policy, which is available on the parent portal.



### Withdrawal of Student

- 7.2 The Parents undertake to withdraw a Student permanently from the School or from boarding if: -
- (a) After consultation with the Parents and if appropriate, the Student, the School is of the reasonable opinion that by reason of the Student's conduct, behaviour, progress or special needs, the Student is unwilling or unable to benefit sufficiently from the educational opportunities and/or community life offered by the School; or
  - (b) The Student's conduct or behaviour has brought the School into disrepute; or
  - (c) The Parents' behaviour towards the School or members of its staff is unreasonable;
- and in such a case, Clause 4.5 above will apply.

### Right to search the Students, their room and/or belongings

- 7.3 While the School recognizes the right of privacy of the Students, the Parents understand and agree that while the Students are attending the School, they have reduced expectations of privacy in the School.
- 7.4 If any person authorised by the School for the purpose has any reasonable grounds, suspicions and/or reasons to believe that a Student is in possession of any object or material, substance or belongings which is in violation of the School Policies, or has committed a crime or is likely to injure a person or damage property, the person authorised by the School for the purpose shall have the right to search the Student, the Student's room and the Student's belongings which include any unattended belongings such as backpacks, desks, lockers, bicycles, motorcycles or cars. The purpose of the search is to maintain the safety of the Student and/or for the best interest of the School community as a whole. The guidelines on conducting a search can be found in the School's Conducting a Search Policy, which is available on the School's parent portal.
- 7.5 The School shall, wherever possible and/or permissible and/or practicable, inform the Student the reasons and information received that prompted the suspicion prior to conducting the search on the Student, their room and/or belongings.
- 7.6 The person authorised by the School for the purpose shall conduct the search. As far as practicable, the person authorised by the School for the purpose must be the same gender as the Student and another person authorised by the School for the purpose should act as a witness. However, a search can be carried out by a person authorised by the School for the purpose who is of the opposite gender to the Student and without a witness where the person authorised by the School for the purpose reasonably believes that there is a risk of serious harm to a person if such a search is not carried out immediately and it is not reasonably practicable to call another person authorised by the School for the purpose.



- 7.7 The School may conduct a random search at any time without advance notice as a preventive measure to ensure that the Students do not violate any School Policies.
- 7.8 Upon obtaining from the search any object, material, substance or belongings which violates the School Policies or any prevailing rules, regulations or laws, the School shall have the right to seize the objects, materials, substance or belongings immediately. Thereafter, the School will inform/contact the Parents of the Student.
- 7.9 The school reserves the right to order and/or direct the named Student to undergo a drug test in the event the School suspects or has a reasonable suspicion that the named Student is taking and/or is under the influence of and/or has taken illegal drugs and/or substances.

Right to detain the Students

- 7.10 The Parents hereby consent and agree that the School may detain a Student (within the School campus and/or premises and/or property) for, amongst others, the following instances:-
- (a) incomplete, inadequate or unsatisfactory work. This usually happens after a teacher has made several attempts to get a Student to complete work. Where these attempts have not brought about the desired outcome, a detention (within the School campus and/or premises and/or property) after schooling hours may become necessary;
  - (b) a breach of any of the Schools' Policies and Procedures;
  - (c) behavioural issues, including but not limited to, bullying, vandalism, smoking, vaping, consumption of alcohol, sexual impropriety, usage of drugs, violent behaviour, misusing the School's computing facilities, tampering with the School's safety systems and truancy;
  - (d) causing injury or threatening to cause injury to oneself or others, whether purposely or due to negligence;
  - (e) leaving the School campus without permission or entering areas of the School campus deemed to be out of bounds; or
  - (f) refusing to accept the authority of the School's staff.



### Plagiarism

- 7.11 If a Student is found to have plagiarised and/or utilised Artificial Intelligence technology platforms (unless expressly permitted to do so) for any work submitted for the School or external examination boards or any other external party, the plagiarism and/or unauthorised use of Artificial Intelligence technology / platforms may result in the Student receiving no mark for the work. For minor offences, the Student may be given detention time to redo the work. Subsequent or more serious offences may result in firmer sanctions, for example, Parents being informed, or in severe cases, suspension or expulsion from the School. The work will also need to be redone. In cases where the work may be submitted to external examination boards, the School has the right to inform the external examination boards of the suspicion of plagiarism and/or unauthorised use of Artificial Intelligence technology / platforms.

### Withdrawal from lessons and suspension from the School

- 7.12 In addition to detention and expulsion, the School reserves the discretion to impose appropriate sanctions on the Students such as withdrawal from lessons and suspension from the School in appropriate circumstances. The guidelines on suspension (temporary exclusion) of the Students can be found in the School's Exclusions Policy, which is available on the parent portal.

## **8. HEALTH AND MEDICAL PROCEDURES**

- 8.1 The Parents will be required prior to admission to complete and submit to the School a medical questionnaire in respect of the named Student in which they will be required to disclose any significant physical or mental health condition, disability or allergy that the named Student has suffered from and will similarly be required to report to the School any medical diagnosis, disability or allergy that the named Student has suffered from after signing the said medical questionnaire. The obligation shall continue to apply so long as the named Student remains a student of the School.
- 8.2 The Parents acknowledge and agree that they are under a continuous obligation to disclose any significant and/or material physical or mental health condition, disability or allergy that the named Student has suffered from and/or is suffering from or is likely in future to be afflicted by, to the School. The Parents further acknowledge and agree that the School shall not be held liable for any losses or injuries resulting from any medical situation and/or medical emergency arising from the Parent's failure to disclose any significant and/or material physical or mental health condition, disability or allergy that the named Student has suffered from and/or is suffering, from to the School.



- 8.3 Within the campus, there is a Health Centre which is open at all times around the clock during term time and is staffed with full time nurses and a qualified medical doctor. The Health Centre is only available as an alternative, should the Parents choose not to make their own arrangements for the medical care of the named Student. The Parents understand and acknowledge that the qualified medical doctor at the Health Centre is an independent contractor and is not an Employee / Staff of the School. All contractual, statutory (if any) and any other duty of care, whether under common law or otherwise is comprehensively and exhaustively delegated to the independent contractor. Therefore, the Parents understand and acknowledge that the choice of whether the named Student is referred to a Medical Facility outside the School campus or attended to at the Health Centre, is entirely their own. The School does not hold itself out as having any expertise or qualification to extend medical care, management or treatment to the named Student nor does it provide any warranties or guarantees of the standard of care that may be afforded at the Health Centre.
- 8.4 House staff are only authorised to administer and/or treat the Students with self-adhesive bandages, micropore tape, sterile gauze, sterile cotton ball, acriflavine lotion, antiseptic cream, saline solution, gascovid solution (sodium alginate and potassium bicarbonate), cough and cold syrup, ketoprofen gel, lozenges, loratadine, paracetamol and Covid/Influenza test kits, without requiring the specific approval of the Health Centre and/or the qualified medical doctor.
- 8.5 The administration of any other treatment and/or medication will be undertaken by the qualified medical doctor and/or the nurses at the Health Centre. The Parents acknowledge and agree that the qualified medical personnel will be solely responsible and/or liable for the treatment, management and/or medication administered to the named Student.
- 8.6 The School's house staff also provide medical attention to Students in their houses. The Parents hereby consent to the Student obtaining medical care and/or treatment from the School's house staff and/or Health Centre staff located within the campus and further authorise the School to provide any medical care and/or treatment to the Student by persons authorised by the School. For avoidance of doubt, the School reserves the right to reimbursement from the Parents for all costs incurred by the School with regards to any medical care and/or treatment obtained by the Student. In the interest of safety, the Parents are advised to inform the Health Centre if the named Student is taking any type of medication or if there are any existing illness or condition, whether contagious or not. A full disclosure will enable the School to respond appropriately to the medical needs of the named Student. All prescriptions of drugs must be handed over to the house staff who will supervise proper dispensation.
- 8.7 In the event of an outbreak of any kind of disease, in the School or elsewhere, or the School's taking heed of the advice, directive or instruction of the Ministry of Health and/or Ministry of Education, the School will take all possible precautions to safeguard the wellbeing of those on campus. This may include, amongst others, conducting health checks on all visitors, teachers, Employees and returning Students, as well as enforcing measures prescribed by the Ministry of Health and/or Ministry of Education.



### Medical Emergencies

- 8.8 A medical emergency and/or situation means an injury and/or illness that is acute and poses an immediate risk to the named Student's life and/or long-term health.
- 8.9 In the event of any medical emergency and/or situation involving the named Student which requires hospital treatment, the School will as soon as possible contact one of the Parents who has signed this Contract and permit him or her to pick up the named Student from the School to be taken to the hospital for treatment.
- 8.10 In the event of any medical emergency and/or situation involving the named Student which requires hospital treatment and the School is unable to timeously contact the Parents of the named Student or either of them, the School shall be authorised to make any necessary decision on the Parents' behalf including taking the Student to a clinic or private hospital on the School's panel of medical care for treatment recommended to be taken by a doctor. Such treatment may include, but is not limited to, anaesthesia, cardiopulmonary resuscitation (CPR), an operation and/or a procedure recommended by the doctor.
- 8.11 The Parents agree that they shall be responsible to bear all the costs and expenses including the medical and hospitalisation fees arising from a medical emergency and/or situation concerning the named Student. If any such expenses or costs have been paid in advance by the School on behalf of the Parents, the Parents agree to reimburse the same to the School.
- 8.12 If the School so requires due to a health risk either presented by the named Student to others or presented to the named Student by others or by reason of a virus, pandemic, epidemic or other health risk, the Parents undertake to keep the named Student at home and not permit him to return to the School until such time as the health risk has been averted. In such circumstances the School shall endeavour to continue providing education to the named Student remotely during such period. This includes, for example, by sending the named Student work assignments electronically or by post.

### 9. **INSURANCE**

- 9.1 Each Student will be included in a Group Personal Accident Policy against death or permanent disablement subject to the general exclusion stated in the policy. The School's Group Personal Accident Policy will be made available for inspection by the Parents at the School's office on request.
- 9.2 The charges for the School's Group Personal Accident Policy are included within the standard fees.
- 9.3 The Parents must make their own insurance arrangements for their named Student's person or property while in School premises.





10. **PERSONAL DATA PROTECTION**

- 10.1 When the Parents sign this Contract, they acknowledge that they have read and understood the School's Personal Data Protection Notice made available at the School's website at <https://www.ktj.edu.my/about-us/policies-and-handbooks> and hereby consent for the School to process, disclose and transfer Personal Data in accordance with the Personal Data Protection Notice.
- 10.2 In the case of Personal Data of the named Student which falls into the category of Sensitive Personal Data, subject to the exceptions permissible under the Personal Data Protection Act, 2010 (Act 709) where explicit consent is not required, the School shall not disclose the same for any purpose without the explicit consent of the Parents or, if the named Student is above the age of majority, the explicit consent of the named Student. Instances where explicit consent is not required are where processing is necessary in order to protect the vital interests of the named Student, for medical purposes and for the purpose in connection with any legal proceedings or for administration of justice. The Parents hereby further consent for the School to process, disclose and transfer Sensitive Personal Data collected by the School pursuant to this Contract for the purposes as provided under the Personal Data Protection Notice.
- 10.3 The School will take reasonable care to ensure that all information the School supplies about the named Student is accurate and that any opinion the School gives on the named Student's ability, aptitude and character is fair. However, the School is not responsible for any loss that the Parents or the named Student may suffer from the statements of fact the School makes or opinions the School reasonably gives. In the event there is a change to the information of the named Student or the Parents, the Parents shall notify the School in writing as soon as practicable.
- 10.4 Personal Data and Sensitive Personal Data shall for the purposes of this Contract have the meaning prescribed by the Personal Data Protection Act, 2010 (Act 709). Personal Data collected by the School pursuant to this Contract includes but is not limited to, the Parents and/or the Student's name, contact details, address, email address, NRIC number or passport number, citizenship, age, date of birth, place of birth and occupation. Sensitive Personal Data includes but is not limited to the Parents and/or Student's race or ethnic origin, physical or mental health, medical condition, health and medical records, political opinions, religious or philosophical beliefs or other beliefs of a similar nature, commission or alleged commission of any offence, financial information or any other information which is sensitive in nature.
- 10.5 The Parents understand, consent and agree that the School shall have the right to use, publish and reproduce and to authorise any third party to use, publish or reproduce, the named Student's image or photograph or videos for the School's marketing, promotional and advertising purposes, including but not limited to publication on newspaper, magazine, poster, brochure, any printed media, printed advertisement, websites and/or social media platforms.



If the Parents do not want to allow the use, publication or reproduction of the named Student's image or photograph or videos for the aforementioned purposes, the Parents shall indicate the same in the Registration Form or notify the School in writing.

## **11. INTELLECTUAL PROPERTY RIGHTS**

11.1 The School generally recognises any intellectual property rights vested in the named Student. These include but are not limited to, any artwork, computer programme, drawing or model created or developed by the named Student throughout his studies in the School.

11.2 However, there may be some instances where the intellectual property rights in the works created or developed by a Student may be owned by or shared with the School or any other third party. These circumstances may include cases where:-

- (a) A Student is sponsored and the sponsor imposes any condition regarding ownership of the intellectual property created or developed during the period of sponsorship;
- (b) A Student is working on a sponsored research project;
- (c) A Student is working on research, project or publications in collaboration with any academic staff of the School; or
- (d) A Student makes substantial use of the School's facilities, equipment, intellectual property or any other resources.

## **12. SCHOLARSHIPS**

### Awarded by the School

12.1 The School may at its absolute discretion and at any time award a scholarship to any Student of the School including the named Student herein in recognition of high standards or significant potential in academia, sports, the creative arts or other areas.

12.2 If and when such a scholarship is awarded by the School to the named Student, the named Student is required to maintain good academic standards and exemplary behaviour.

12.3 The School reserves the absolute right to withdraw the Scholarship at any time. In doing so, the School will provide reasons to the Parents.



Awarded by Third Party Donors

- 12.4 Scholarships are also awarded to students of the School by third party donors. If the named Student is the recipient of a scholarship from a third-party donor, the School may from time to time receive requests for information and documents from such third-party donors to assess and evaluate the named Student's qualification for the scholarship or continuation thereof. In such cases, the School reserves the absolute right to show or disclose to such third-party donors the named Student's academic, behavioural, disciplinary, medical reports and/or assessments. In the event that medical reports are required to be shown or disclosed to such third-party donors, the Parents will be required to sign an Express Consent Form authorising the showing or disclosure of such information. In the event that the named Student is of the age of 18 and above, he would be required to sign the Express Consent Form himself.

**13. MATTERS RELATING TO FOREIGN STUDENTS**

- 13.1 If both the Parents are not normally resident in Malaysia, the Parents are encouraged to appoint a Malaysian based educational guardian, who will be responsible for the Student's welfare while resident in Malaysia.
- 13.2 The educational guardian should preferably be English speaking, a relative or friend of the family and in regular contact with the named Student's family.
- 13.3 The object of appointing an educational guardian is to provide a person whom the School can contact in cases of an emergency involving the named Student and to act as a bridge between the named Student's family and the School. However, if the educational guardian is to act in loco parentis so as to have more than an advisory role, he should seek formal authority from the Parents.
- 13.4 The Parents shall be solely responsible for the application and procuring or renewal of the named Student's visa or any other documentation required for him to be resident and/or legally residing in Malaysia during the period of his enrolment in the School. The School may assist the Parents in the process, but in no circumstances should such assistance be construed as imposing an obligation on the School to do so and/or any liability on the School.
- 13.5 It is important for all the Students to be aware of the civil legal requirements that are applicable in Malaysia. All international Students shall familiarise themselves with the Legal Guidelines clause in the KTJ Parent Handbook in respect of the following:-
- (a) Age for criminal responsibility
  - (b) Age for legal smoking
  - (c) Age to enter nightclubs



- (d) Age to stay in hotels unaccompanied
- (e) Illegal drugs
- (f) Alcohol

#### **14. MATTERS RELATING TO STUDENTS TURNING 18**

14.1 In Malaysia, the age of majority is 18 under the Age of Majority Act, 1971 (Act 21).

14.2 The attaining of the Age of Majority by the named Student shall have no effect on this Contract which is between the Parents and the School and the obligations set out in this Contract shall continue to remain in full effect. However, where in this Contract a right or discretion is given to act on behalf of the named Student, in certain cases, the named Student shall have the right to act on his own behalf upon attaining the age of majority. This situation applies:-

- (a) In the case of personal data including Sensitive Personal Data within the meaning prescribed by the Personal Data Protection Act, 2010 (Act 709), the specific consent of the named Student shall be required by the School for its use in any circumstances;
- (b) In the event of any health and medical procedures or medical emergency and/or situation involving the named Student under Clause 8 above, the informed consent of the named Student shall wherever possible be sought; and
- (c) In the case of updating contact details, medical details and medical history, the School will be contacting the named Student directly and the named Student shall be solely responsible to update his / her contact details, medical details and medical history in a timely manner.

#### **15. ANTI MONEY LAUNDERING AND BRIBERY**

15.1 The School endeavours to use reasonable care to detect and prevent any money laundering activities under the Anti Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act (2001) (Act 613) or being an unwitting accomplice to any criminal offences under the said Act.

15.2 The School shall for the above purpose reserve the right to ascertain the identity of the person who makes payment on behalf of any Student including but not limited to Parents, legal guardians and/or any other third party by requesting for satisfactory evidence or seeking independent verification of identity by requiring the originals or certified true copies of all official documents such as passport, identity and/or birth certificate of the person paying the fees of any student.



- 15.3 The School reserves the right to review and/or to refuse any payment made by the Parents or legal guardians or any third party on behalf of any Student, where the School has reasonable grounds to suspect that the payment was related to any money laundering or other criminal activities under the said Act.
- 15.4 Any refusal to accept payment by any third party pursuant to Clause 15.3 above shall not absolve the Parents of the relevant student from their liability hereunder.
- 15.5 The third party's identity shall be verified and the consent of the Principal of the School shall be obtained prior to the third party making any payment to the School.
- 15.6 The term 'money laundering activities' and other technical terms used in the said Act shall have the same meaning as in that Act.

**16. GENERAL CONTRACTUAL MATTERS**

Force Majeure (i.e. Circumstances Beyond our Control)

- 16.1 In this Contract "force majeure" shall mean any cause beyond a party's control which includes but is not limited to acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease and/or virus, terrorist attack, chemical or biological contamination.
- 16.2 In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this Contract, the School shall forthwith give the Parents notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The School shall use its best endeavours during the continuance of the force majeure to provide educational services including by providing appropriate educational services remotely.
- 16.3 Subject to clause 16.2, if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period longer than six months, the School shall notify the Parents of the steps it shall take to ensure performance of this Contract and the Parents shall then, following receipt of such notice, be entitled to cancel this Contract on written notice.



- 16.4 In the event that the named Student is unable to attend or is likely not to be able to attend the School due to reasons of his severe ill-health or physical impairment caused by a force majeure, the Parents shall give the School notice in writing of such circumstances and shall discuss with the School a solution by which this Contract may be performed and following such discussions, the Parents may be entitled to cancel this Contract by giving written notice of at least one full term (to the School and the Principal of the School) if a mutually agreeable solution is not achieved from the discussion.

#### Notices

- 16.5 All notices which need to be given pursuant to this Contract shall be sent by the Parents to the School or by the School to the Parents and sent by letter or electronic e-mail to the other party at the address/email address provided to the School. If there is change in these particulars of the Parents from the particulars provided to the School, the Parents will forthwith notify the School of the changes, failing which any notice will be deemed delivered if delivered to the address or e-mail address provided to the School.

#### Severance

- 16.6 If any clause of this Contract or part of any clause is found by any Court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that clause or part-clause shall, to the extent required, be deemed not to form part of this Contract, and the validity and enforceability of the other clauses of this Contract shall not be affected.

#### Jurisdiction and Governing Law

- 16.7 This Contract is governed by Malaysian Law. The Parents agree with the School to submit to the exclusive jurisdiction of the Malaysian Courts.





**KTJ** PRIMARY  
SECONDARY  
KOLEJ TUANKU JA'AFAR

### ACKNOWLEDGMENT

By signing below, we acknowledge and confirm that we have read this Contract, understood, accept and agree to be bound by all the terms and conditions of this Contract.

For and on behalf of Syarikat Pendidikan Staffield Berhad

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Name: Glenn Moodie

Date:

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Name of Parent:

NRIC No./Passport No.

Date:

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Name of Parent:

NRIC No./Passport No.

Date:

The named Student:

Passport No. / NRIC No. / Birth Certificate No.