



BRITISH
INTERNATIONAL SCHOOL
HO CHI MINH CITY
A NORD ANGLIA EDUCATION SCHOOL

Terms and Conditions Form

bisvietnam.com



ADMISSION TERMS AND CONDITIONS

British International School, Ho Chi Minh City

Definitions in the Legal Information

“Parents/Guardians” means the parent or legal guardian making this application.

“School” means the School providing educational services under this application.

“Student” means the child/children for whom Parents/Guardians are applying.

“School Material” means the School website and marketing and operational materials (but excluding School Policies and Rules) provided to Parents/Guardians.

School Obligations

The School undertakes to provide tuition in accordance with the School Material. The School reserves the right to amend the School Material from time to time and any reference to the School Material herein is a reference to the most up-to-date School Material. The manner the school provides tuition may be varied by the school (acting reasonably). If required (as determined by the School at its discretion), the School may provide tuition by way of virtual schooling, in accordance with the School Material. Nothing contained in the School Material binds the School to any specific procedures or policies, and nothing in the School Materials creates a contractual obligation, express, implied, unilateral, or otherwise between Parents/Guardians and the School.

Compliance with School Policies and Rules

I/We agree to:

- (a) support and abide by the School’s stated philosophy, goals and objectives;
- (b) comply with the School Policies and Rules to the extent that they are notified and apply to me/us; and
- (c) ensure that the Student will comply with School’s behaviour policy/code of conduct and applicable rules and regulations. In the case of serious non-compliance with the School Policies and Rules, the School reserves the right to suspend or expel the Student. In this event, the School may decide, at its sole discretion, not to provide any refund or reduction of fees already paid or which are payable to the School.

School Policies and Rules (that are expressly identified as such) shall form part of these terms and conditions as if they were set out herein. The School shall have the right to update the School Policies and Rules from time to time. In case anything set out in School Policies and Rules contradicts with the provisions of these Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

Collection from School

The School will use its reasonable efforts to ensure that only those persons authorised by the Parents/Guardians to collect the Student from School are able to do so.

Approval from Parents/Guardians

I/We agree that if any matter requires our approval or notification to us, it will be sufficient for the School to obtain approval from or notify one of us (as applicable).

Liability Waiver

I/We agree that the Student attends the School at his/her own risk and that the School is not liable in respect of any injury or liability that may occur to the Student whilst (i) attending the School generally (or as the case may be, attending the School’s Virtual Schooling provision), (ii) participating in activities (organised by the School and/or a third party), or (iii) the Student is using the School’s equipment, except to the extent that the injury arises as a direct result of the gross negligence of the School. I/We further release and agree to hold the School harmless and indemnify the School, its officers, its employees, and its agents from any liability and/or injuries sustained by the Student, including related expenses and attorney’s fees. The School will not be responsible for any loss or damage to the Student’s personal belongings. I/We acknowledge that there are other educational services that exist in the market and that the School is not the sole establishment by which the Student can receive educational services.

Theft

The School shall not be responsible in the case of items that are stolen or otherwise lost or missing including, without limitation, money, jewellery, computers and personal electronic devices, mobile phones and/or valuable objects. The School has no responsibility for safe-keeping of personal effects of the Student or the Student’s family.

Payment of Fees

- (a) I/We confirm that we have received a copy of the fee schedule and associated terms and conditions of the School (the “Schedule of Fees”), the terms of which are incorporated by reference herein, and agree that I/we will adhere to the terms and conditions of the Schedule of Fees.
- (b) I/We agree that all fees shall be paid in accordance with the Schedule of Fees. The School reserves the right to amend the Schedule of Fees from time to time and any reference to the Schedule of Fees herein refers to the most up-to-date Schedule of Fees.
- (c) The School reserves the right to cancel the enrolment of any Student or not to accept a student into the School for any reason or for no reason at any time before all applicable fees have been paid in full.
- (d) In the event of any inconsistency between these terms and conditions and those set out in the Schedule of Fees, these terms and conditions shall prevail.
- (e) The School does not accept payments from any sanctioned or prohibited parties (e.g. banks,

ADMISSION TERMS AND CONDITIONS

British International School, Ho Chi Minh City

individuals, or companies) as designated by an official government, including the UK, EU, UN, US and the relevant local government.

Withdrawal and refund of fees

- (a) I/We agree to give the requisite notice as set out in the Schedule of Fees to the School prior to any withdrawal of the Student from the School.
- (b) In the event of withdrawal, the School will only refund fees as set out in the incorporated Schedule of Fees.
- (c) In the event of a refund of fees, the School will refund (by bank transfer) (i) to the parent/guardian/company whose name appears in the payment document as payer of that year's fees without obtaining prior approval from the parent/guardian, and (ii) to the bank account used by such parent/ guardian/ company. The School will not wire or transfer refunded fees or other monies to another person or entity.

Inspection

I/We authorize the School to inspect and conduct a search of any place or item on the School campus or any School-related event, including but not limited to the Student's locker, book bag, backpack, clothing, vehicle, computer, or personal electronic devices. Inspections or other searches may be conducted by the School on a routine or random basis or as deemed to be reasonably necessary in connection with suspicion of wrongdoing or of harm to other Students. I/We acknowledge that the Student must provide any passwords, combinations, or other access information required to inspect such places or items. I/We further authorize the School to seize and permanently retain property discovered by an inspection or search which is considered potentially harmful, dangerous, illegal to possess, inappropriate, or the possession of which is a violation of the School's rules, community standards, and/or local, state, provincial, federal, national, or any other governmental law.

Change of Details

I/We agree to:

- (a) any changes to the Student's particulars, including identifying information, medical history, food preferences and allergies, shall be advised in writing as soon as possible to the School; and
- (b) any change of my/our contact details and/or emergency contact shall be immediately notified to the School.

Failure to Disclose

I/We agree that the failure to disclose relevant information (medical or otherwise) to the School may result in withdrawal of an offer of a place at the School and that in this event, the School may decide, at its sole discretion, not to provide any refund or reduction in fees already paid or which are payable to the School.

General statement regarding truth and accuracy

- (a) I/We have legal custody of the Student who is applying to attend the School, or I have the legal custodian's consent.
- (b) I/We certify that all information contained in this application is complete and correct. Should it be determined that Parents/Guardians have provided materially incomplete or untruthful information to the School, the School may decide, at its sole discretion, to cancel the Student's enrolment and not to provide any refund or reduction in fees already paid or which are payable to the School.

Force Majeure

I/We acknowledge that the School's duties and obligations provided herein shall be suspended immediately and without notice during all periods that the School is closed because of force majeure events including but not limited to, any fire, weather conditions, war, governmental action, acts of terrorism, epidemic, pandemic, or any other event beyond the School's reasonable control (a "Force Majeure Event"). If a Force Majeure Event occurs, the School's duties and obligations provided herein will be postponed until such time as the School, in its sole discretion, may safely reopen.

In the event that the School cannot reopen due to a Force Majeure Event, the School is under no obligation to refund any portion of the fees paid. Unless otherwise indicated by the School, during any Force Majeure Event, I/we acknowledge that I/we are solely responsible for the safety and well-being of the Student.

Where on-campus education is not possible as a result of the Force Majeure Event for a period of more than 7 days (the "FM Period"), the mitigation steps to be taken by the school may include the provision of virtual schooling, as determined by the School, and to be deployed in accordance with the School's virtual school experience policy from time to time.

It is acknowledged and agreed that the provision of such virtual schooling by the School shall be the agreed replacement for on-campus learning during the FM Period.

Enforceability of Terms and Conditions

Neither failure by the School to enforce any of the Terms and Conditions contained herein or in the incorporated Schedule of Fees, nor oral statements or actions made by or on behalf of the School, its officers, employees, or agents shall constitute a waiver of the right to enforce any provision contained herein.

Entirety of Terms and Conditions

I/We acknowledge that these Terms and Conditions contained herein or in the incorporated Schedule of Fees

ADMISSION TERMS AND CONDITIONS

British International School, Ho Chi Minh City

constitute the entire understanding between me/us and the School. No promises, terms, conditions, or obligations exist or are created other than those contained herein or in the incorporated Schedule of Fees. The Terms and Conditions contained herein and in the incorporated Schedule of Fees shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties with respect to the subject matter addressed herein. I/We acknowledge that the Terms and Conditions contained herein and in the incorporated Schedule of Fees may be updated or amended by the School (as determined by the School at its discretion). Any reference to the Terms and Conditions or the Schedule of Fees herein is a reference to the most up-to-date Terms and Conditions and/or Schedule of Fees.

Governing Law

The Terms and Conditions contained herein and in the incorporated Schedule of Fees shall be governed under the laws of the jurisdiction in which the School is located. The venue of any action filed concerning facts arising out of the services provided under this agreement shall lie exclusively with the smallest geographic subdivision in which the School is located, and the parties do consent to jurisdiction there.

Acceptance of an Offer

When an offer is made and accepted, the School will send to the parent/guardians an acceptance letter, along with further information the Parents/Guardians need to be aware of. By enrolling at the School, Parents/Guardians and the Student agree to abide by all policies, terms and conditions as may be issued by the School from time to time.

School Activities

I/We agree to allow the Student to participate in all of the School's compulsory activities, including residential and outside school trips. The School agrees to give prior

notification for outside school trips. Any costs involved relating to such activities shall be notified to Parents/Guardians by the School.

Medical Terms & Conditions

- (a) I/We agree that (i) all medical information disclosed to the School is true and correct, and (ii) a timely update of all changes to medical and contact information will be provided to the School.
- (b) I/We consent to the processing of medical data relating to the Student.
- (c) I/We authorize the School and its designated medical care providers to supply medical care as needed for the Student, including but not limited to administration of allergy medications (such as Epi-Pens or diphenhydramine), bandages, over-the-counter medications, and other first-aid items or techniques. If, in the opinion of a properly licensed and practising physician, the Student needs medical or surgical services which require parental authorization or consent, I/we hereby authorize, appoint, and empower the School to act as my/our agent to furnish on my/our behalf such oral or written authorization as may be so required.
- (d) I/We release and agree to hold the School harmless and indemnify the School, its officers, its employees, and its agents from any liability or injury which may arise from the provision of such medical care, whether performed by the School, its officers, its employees, or its agents, or by any other health-care provider.
- (e) I/We accept that the School, its officers, its employees, and its agents do not accept any liability as a result of or in connection with or arising in any way from the provision of such or any medical care, whether performed by or on behalf of the School, its officers, its employees, or its agents, or by any other health-care provider.

By signing this form, you confirm that you agree to these terms and conditions.

Student's Full Name			Surname			First			Middle														
Name of Parent/ Legal Guardian						Name of Parent/ Legal Guardian																	
Parent Signature						Parent Signature																	
Date			Day			Month			Year			Date			Day			Month			Year		

On behalf of the School

Mr. Anthony Rowlands / Principal

Day Month Year

PERSONAL INFORMATION COLLECTION STATEMENT

British International School, Ho Chi Minh City

The personal data collected from applicants and/or their parents/guardians pursuant to the Application Form will be handled by our staff, kept confidential and used by British International School, Ho Chi Minh City (the “School”, “we” or “us”) for lawful and relevant purposes including but not limited to:

- (a) assessing the suitability of applicants’ admission to the School;
- (b) processing applications for admission;
- (c) verification of the applicant’s examination results, academic records and other information;
- (d) school administration and operation after admission;
- (e) sending communications to parents and students including but not limited to newsletters and information about events and co-curricular activities provided by the School or third party providers;
- (f) statistical and research purposes;
- (g) other school related purposes; and
- (h) alumni activities.

If any of our communications constitute direct marketing, we will separately seek your consent where required by law.

We may disclose some of the data to third parties such as agencies (including the Vietnamese government), service providers and contractors (whether within or outside the jurisdiction in which the School is located) appointed by us to undertake some of our academic, pastoral and administrative functions. This includes transferring data between affiliates. We will not disclose any personal data to any external bodies or organisations unless:

- (a) Such disclosure is expressly provided for under this Statement;
- (b) Permitted to do so by the applicant or his/her parent/guardian; and/or
- (c) Permitted or required by law.

Personal data may be stored in our or our affiliates’ database systems (which may be located within or outside the jurisdiction in which the School is located) and online

portals and where application is successful, such personal data will form part of the applicant’s official student records. It may also be stored in online student resources such as the global classroom.

Where such personal data is not required to be retained by law, such personal data may be destroyed within 24 months following rejection of the application or otherwise as required or permitted by law.

If a Parent Teacher Group (PTG) is established, we may provide such personal data to the relevant PTG for inclusion in the PTG directory and other PTG activities. If an applicant or his/her parents/guardians do not wish for such data to be included in the PTG directory, please inform us.

We may place a student’s photo, video footage, name or school work in our or our affiliates’ website, social media, marketing materials, corporate communications (including annual reports) or publications.

In the event that a student already has a sibling at the School, the records of such sibling will be updated according to the data provided on the new student’s Application Form where relevant.

Failure to provide the requested data may result in us being unable to process the application and may influence the outcome of the application.

All practicable and reasonable steps will be taken to ensure that personal data held by us is accurate. We will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal, erasure or other use.

Requests for access and correction to personal data held by the School should be addressed in writing to the Principal (addressed to the School). We may levy a charge for accessing the information.

The terms of the School’s Privacy Policy can be found at www.nordangliaeducation.com/our-schools/vietnam/ho-chi-minh-city/bis/privacy-policy

By signing this form, you confirm that you agree to these terms and conditions.

Student’s Full Name <i>Surname</i>			<i>First</i>			<i>Middle</i>									
Name of Parent/ Legal Guardian				Name of Parent/ Legal Guardian											
Parent Signature				Parent Signature											
Date		<i>Day</i>		<i>Month</i>		<i>Year</i>		Date		<i>Day</i>		<i>Month</i>		<i>Year</i>	

USE OF IMAGES AND VIDEO CONSENT FORM

British International School, Ho Chi Minh City

The School uses photos and videos to promote the School to various audiences including our website and through social media. The School together with Nord Anglia Education Limited and/or its affiliates (“NAE”); will be referred to as ‘we’, ‘our’ or ‘us’. We gather content to promote NAE and all its schools around the world.

Agreement:

- I understand and am happy that my child will contribute to, create and appear in audio and/or audio-visual material and that my child may be recorded and photographed when taking part.
- I understand that these may be published in a variety of ways by both the School and NAE in any media/ advertisements and other publicity materials, direct mail, including in school communications, promotional videos/magazines and online (including social media such as Facebook/Twitter/Instagram) globally.
- I understand that the School and NAE need editorial control over any material and agree that School and NAE may edit, adapt or translate my child’s contribution as they see fit.
- I confirm that I waive all ‘moral rights’ that may exist in the contribution to enable the uses set out above.
- I consent to my child taking part in the creation of this media content.

The NAE owns the copyright of any images taken and they will only be used for the purpose/s mentioned above. You may withdraw your consent for the use of images at any time and to do so please get in touch with the School admissions representative (BIS.Admissions@bisvietnam.com).

Conditions of Use:

- We will store any images in the NAE’s image archives and will use them for authorised School and NAE purposes only. We have strict controls over the type of images published and over the use of photographs and videos on our website or on other online media and we will never sell any materials to third parties.

- We are guided by all relevant data protection regulations and you can find out more about our approach to privacy at <https://www.nordangliaeducation.com/our-schools/vietnam/ho-chi-minh-city/bis/privacy-policy>.
- We may use images in active marketing in accordance with our retention periods but please note that any content shared on social media or online may remain available for longer than this.
- It is the responsibility of the Parents or the Student to inform the School, in writing, if consent needs to be withdrawn or amended.
- Where appropriate, we may add the name of the Student featured in the photograph/film. We will not include personal email or postal addresses, telephone or fax numbers on our website or in printed publications.
- Consent will be recorded on iSAMS and will be retained no longer than is necessary for the purpose the data was obtained for.

Refreshing your consent:

Consent will be refreshed where any changes in circumstances occur – this can include, but is not limited to, the following:

- New requirements for consent – i.e. an additional purpose other than described above
- Changes to a pupil’s circumstances, e.g. safeguarding requirements mean a pupil’s image cannot be used; or
- Any changes in the law.

Withdrawal of consent:

If consent is withdrawn the named School representative above will acknowledge receipt of the request in writing by letter or email. The School will delete the file from our image bank within one month of receipt of your request and we will not use it in any new material produced from the date of the letter. Material previously issued which includes the photograph/film may, however, remain in circulation or online, but it will not be included in any future reprints. Where we do not have consent, the Student will be placed on a ‘Do not use’ list to ensure we respect your rights.

By signing this form, you confirm that you agree to these terms and conditions.

Student’s Full Name			Surname	First	Middle		
Date	Day	Month	Year	Student Signature (If age 17 years or over)			
Name of Parent/ Legal Guardian			Name of Parent/ Legal Guardian				
Contact Details			Contact Details				
Parent Signature			Parent Signature				
Date	Day	Month	Year	Date	Day	Month	Year