



20 June 2019

## FRENCH INTERNATIONAL SCHOOL “VICTOR SEGALEN” ASSOCIATION LIMITED TERMS AND CONDITIONS

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These terms and conditions of FIS shall be effective on 20 June 2019.

## I. DEFINITIONS

**“Academic Year”** means a period commencing from the first day of school until the last day of school in accordance with the relevant school calendar.

**“Additional Services”** refers to the additional services and applications provided by Google not included in the Core Services of G Suite for Education, including, but not limited to: Blogger; Earth; Maps; and Youtube.

**“Application Fee”** refers to the fee as set out on the Summary of Fees available on FIS’ website.

**“Assessment Fee”** refers to the fee as set out on the Summary of Fees available on FIS’ website.

**“Confirmation Email”** refers to the email sent by FIS to the email address provided by a successful applicant notifying the applicant of the offer of enrolment.

**“Core Services”** means, as at the date of these Terms and Conditions, the following applications included in G Suite for Education: Gmail; Drive; Calendar; Docs, Sheets and Slides; Forms; Jamboard; Sites; Hangouts Meet; Groups; and Classroom.

**“Corporate Holder”** means a corporate entity holding at least one (1) category A debenture at FIS.

**“Data Subjects”** refers to students and Parents in respect of whom Personal Data is collected in accordance with these Terms.

**“ECAs”** refers to extra-curricular activities.

**“ECAs Fees”** refers to the fees as set out on the ECAs’ brochures available on the Parent Portal.

**“Financial Period”** refers individually to each of the 3 terms in an Academic Year, being the first term of 4 months starting in August/September, the second term of 3 months starting in January and the third term of 3 months starting in April.

**“Financial Terms and Conditions”** refers to FIS’ financial terms and conditions as set out in Part II below.

**“FIS”** means French International School “Victor Segalen” Association Limited, incorporated and registered in Hong Kong under company number 75328 whose registered office is at 165, Blue Pool Road, Happy Valley, Hong Kong.

**“FIS Fees”** means the Application Fees, Assessment Fees, Tuition Fees and Examination Fees.

**“French Stream”** means the French stream of FIS which follows the French National Education curriculum which leads to the “Diplôme National du Brevet” (DNB) and to the French “Baccalauréat”.

**“G Suite for Education”** means the core suite of applications and tools provided by Google to FIS designed to promote and facilitate education, and includes the Core Services.

**“ICT Services”** means all services related to information technology provided by FIS to students including, but not limited to, computers, tablets, email systems, software applications and internet access.

**“International Stream”** means the international stream of FIS which follows a programme based on the English National Curriculum enhanced for an international setting.

**“Media”** means photographs, audios and video images, graphics, clips, works, recordings, electronic files, and other similar contents and materials, of or relating to FIS students.

**“Parent Portal”** means [engage.fis.edu.hk](https://engage.fis.edu.hk).

**“Parents”** means the parents or legal guardians of a student admitted or to be admitted in FIS.

**“PDPO”** means the Personal Data (Privacy) Ordinance, Cap. 486 of the Laws of Hong Kong.

**“PE”** means physical education class.

**“Personal Data”** means any information including, but not limited to, photos, audio, video images, graphics, clips, works, recordings, electronic files, and other similar contents and materials, of or relating to Data Subjects.

**“PICS”** means a Personal Information Collection Statement prepared in accordance with the PDPO.

**“Platforms”** includes but is not limited to FIS’ and authorised third party’s publicity materials, website, portal, press and media, social media, blogs and printed publications, posters, brochures, yearbook.

**“Student Withdrawal Notice”** refers to the withdrawal notice form that is available on the Parent Portal.

**“Summary of Fees”** means a summary of all fees payable to FIS including Tuition Fees, debentures and other fees as detailed on FIS’ website, and as updated from time to time.

**“Terms and Conditions”** means the terms and conditions contained herein as updated from time to time.

**“Tuition Fee”** refers to the fee for tuition as set out on the Summary of Fees available on FIS’ website.

## II. FINANCIAL TERMS AND CONDITIONS

The Summary of Fees is available on FIS' website ([www.fis.edu.hk](http://www.fis.edu.hk)). In case of any inconsistencies between these Financial Terms and Conditions and the Summary of Fees, and unless stated otherwise herein, these Financial Terms and Conditions shall prevail.

### 1. Application Fees and Assessment Fees

#### **Application fees**

A one-time Application Fee per student shall be paid at the time of application.

Application Fees are non-refundable and non-transferable. The payment can be made by cheque (payable to "French International School "Victor Segalen" Association Ltd") or by bank transfer to FIS.

#### **Assessment fees**

##### **For applications to FIS:**

Assessment Fees are applicable to applicants for the French Stream bilingual classes, and to applicants for the International Stream classes. Assessment Fees are non-refundable and non-transferable.

##### **For applications to other schools:**

In the event students wish to take an examination in relation to an application with another school, Parents shall pay the relevant fees as provided for in the Summary of Fees. These examination fees are non-refundable and non-transferable.

### 2. Tuition Fees

#### **Advance on Tuition Fees payment**

Upon acceptance of the student's application for enrolment at FIS, FIS will send a Confirmation Email.

An advance on Tuition Fees for an amount specified in the Summary of Fees shall be paid within the deadline stated in the Confirmation Email. Acceptance shall be confirmed by notifying FIS by email and shall include proof of payment of the advance on Tuition Fees. Acceptance and the proof of payment should be communicated to FIS within the deadline stated in the Confirmation Email.

Upon receipt of the payment of the advance on Tuition Fees, FIS shall reserve the place for the date of entry as specified in the Confirmation Email and the enrolment of the student shall become effective.

In the event the advance on Tuition Fees is not paid to FIS within the deadline stated in the Confirmation Email, the place offer from FIS shall lapse and the application will be rejected.

The advance payment on Tuition Fees will be offset against the next applicable term of Tuition Fees invoiced.

No refund of the advance on Tuition Fees shall be made under any circumstances. The advance on Tuition Fees is non-transferable and cannot be carried forward to a subsequent Academic Year at a later date.

### **Balance Payment**

Tuition Fees are invoiced at the beginning of each Financial Period.

The term of the Academic Year which corresponds to each Financial Period must be paid for in full prior to a student commencing his/her studies for that term. In the event the student ceases to be enrolled at FIS during a Financial Period for any reason whatsoever, no reimbursement shall be granted.

Provided the debenture allocated to the concerned student is a corporate debenture, Tuition Fees may be invoiced to the Corporate Holder of the relevant debenture. If Parents wish to designate the Corporate Holder as responsible for the payment of Tuition Fees, they must inform FIS of the identity and contact information of the responsible person of the relevant Corporate Holder within the deadline specified in the Confirmation Email in the case of new students, and in the case of existing students, no later than thirty (30) days before the beginning of the next Financial Period for which Tuition Fees are due.

If the Corporate Holder designated by the Parents does not confirm its agreement to pay the Tuition Fees, the Parents will be liable to pay the Tuition Fees.

All other fees will be invoiced to the Parents of the student unless otherwise specified herein.

### **Siblings discount**

A 10% discount on Tuition Fees is granted for the Tuition Fees of the third child of the same family enrolled at FIS, and a 15% discount for the tuition fees of the fourth, and every subsequent child of the same family.

## **3. Other Fees**

### **Examination fees**

French exams (*brevet des collèges, épreuves anticipées du baccalauréat, baccalauréat, baccalauréat option internationale*), IGCSE and International Baccalaureate are mandatory and will be charged for as set out in the Summary of Fees.

Other exams (such as Cambridge, Alliance Française, etc.) are optional and will be charged for as set out in the Summary of Fees.

### **Uniforms**

School and PE uniforms are provided and invoiced to Parents by independent suppliers. All orders and payments shall be sent directly to such independent suppliers by Parents.

### **School Trips**

Students may be involved in outings or in extended overnight field trips whether locally or abroad, some of which are an integral part of the curriculum ("**School Trips**"). Participation fees may be invoiced for such School Trips. In the event a School Trip is cancelled by FIS, FIS shall reimburse the School Trip's cost to the Parents.

Once the Parents have confirmed the student's participation to the School Trip, the associated costs shall be invoiced by FIS and due by the Parents regardless of their cancellation.

### **Extra-Curricular Activities**

ECAs are non-compulsory and are offered at a fee depending on the activity and communicated before each Academic Year.

For Primary level, ECAs are semester-based. For Secondary level, ECAs are organised and signed-up for the full Academic Year.

Once an activity is started, activity fees must be paid in full irrespective of whether such activity is completed. All ECAs Fees shall be invoiced by the beginning of October and on or before the 15th of April by FIS to the Parents.

### **Canteen fees**

The canteen service is provided and invoiced by an independent catering company.

With the exception of students benefiting from a scholarship from the French Consulate whose payments shall be made directly by FIS to the relevant company, application/order forms and payments shall be sent directly to the relevant company by the Parents.

### **School bus**

The school bus service is provided by independent bus companies. Application forms and bus fees shall be sent directly to the relevant bus company by the Parents.

### **Therapists**

Therapy sessions are provided by independent therapists. Appointments and payments shall be arranged directly with the relevant therapists by the Parents.

### **Miscellaneous**

From time to time, FIS proposes optional materials or services such as dental visits, yearbooks and UCAS applications. Applicable fees are communicated and invoiced to Parents on a case-by-case basis.

## **4. [Departures](#)**

### **Withdrawal notice**

Parents may request withdrawal of the student from enrolment at FIS by using the Student Withdrawal Notice.

### **Notification of the Student Withdrawal Notice**

Parents shall request the withdrawal of a student from enrolment at FIS by filling the Student Withdrawal Notice within the prescribed time periods. A withdrawal notification sent by any other means, such as an email, a notice form, a letter or verbal notice, shall not be valid.

### **Withdrawal notice deadlines**

Parents shall submit the Student Withdrawal Notice to FIS within the following time periods:

- On or before 31st October for withdrawals before the end of the 1st Financial Period; or
- On or before 31st January for withdrawals before the end of the 2nd Financial Period; or
- On or before 31st March for withdrawals before the end of the 3rd Financial Period.

### **Payment in lieu of notice**

Failure to submit the Student Withdrawal Notice within the prescribed deadline will result in a fee being imposed as payment in lieu of notice for the period from the relevant withdrawal notice deadline date until the date of receipt of the late notice, in accordance with the following amounts:

- up to one month late: one month of the applicable Tuition Fees; and
- more than one month late: up to two months of the applicable Tuition Fees.

For the avoidance of doubt, the payment in lieu of notice shall be paid by the person or Corporate Holder responsible for the payment of Tuition Fees.

### **Cancellation of student withdrawal**

Parents are required to inform FIS in writing of any cancellation of a withdrawal before the last date of attendance of the relevant student. FIS may reject a request for cancellation of student withdrawal in the event there is no school place available for the student.

## **5. Debentures**

These Terms and Conditions relating to debentures are supplemental to the terms and conditions attached to the debenture application forms, and in the event of any inconsistency between these Terms and Conditions as they relate to the debentures and the terms and conditions attached to the debenture application forms, the latter shall prevail. One debenture for each student attending FIS must be acquired before entry unless such student is the nominee of an existing debenture. The admission of the student shall only be confirmed upon full payment of a debenture before the date indicated by FIS. The debenture application forms and attached terms and conditions in force at the date of these Terms and Conditions appear in Annex I to these Terms and Conditions.

All debentures are refundable. FIS is entitled to postpone repayment for a period of ten (10) years from the date of redemption application. FIS reserves the right to deduct any outstanding monies from the redemption value of the debenture.

### **Corporate debenture, category A**

Category A debentures are intended only for purchase by a company incorporated in Hong Kong. Applications by a foreign company registered in Hong Kong may be considered by FIS, in its sole discretion, on a case-by-case basis.

These corporate debentures are transferable to another student upon payment of a reallocation fee.

When a debenture is reallocated, payment must be made for the difference (if any) between the original debenture amount and the current debenture amount, prior to the student starting at FIS.

### **Private debenture, category B**

Category B debentures are for Parents paying the student's FIS Fees. No corporate payment is accepted for this category of debenture or student's Tuition Fees when a private debenture is chosen.

This type of debenture is not transferable to another student.

## 6. Invoices

Every term a student begins is due to be paid in full in accordance with the terms of payment in section 7 below. Annual payments are also accepted.

### **Invoices to Parents**

FIS shall send invoices to Parents through the Parent Portal.

If, within one family, several Parent Portal accounts are created, only one shall be designated as the invoice recipient. The accounting department can change the invoice recipient on request, at the following e-mail address: [receivables@fis.edu.hk](mailto:receivables@fis.edu.hk).

Parents are required to establish and maintain a working access to the Parent Portal. FIS shall also send invoices by e-mail to the invoice recipient. No postal invoice will be delivered. Parents acknowledge and agree this is the only way invoices will be communicated.

### **Invoices to Corporate Holders**

Invoices to Corporate Holders shall be sent by email only.

## 7. Terms of payment

Save for the advance on Tuition Fees in respect of a newly enrolled student which shall be paid in accordance with section 2 above, all invoices shall be paid within thirty (30) days after the date of the invoice issued by FIS.

All payments to be made to FIS under these Terms and Conditions shall be made in the currency as designated on the invoice. Any charges (including but not limited to bank transfer charges, foreign exchange conversion charges, etc.) shall be borne by the remitter.

Unless stated otherwise, payments can be made by direct debit, cheques, bank transfers or HSBC bill payments.

If payments are settled by bank transfer, the remitter must pay all charges incurred by both the remitting bank and the beneficiary bank so that fees are received in full by FIS.

All amounts are payable following dispatch of the relevant email from FIS and notwithstanding any claim of non-receipt.

Parents and Corporate Holders who have agreed to pay Tuition Fees in respect of debentures are jointly and severally liable to FIS for the Tuition Fees and for interest on any overdue amounts (whether formally demanded or not), at the rate of one (1%) per cent per calendar month, compounded, from the due date until payment, without prejudice to any other rights or remedies of FIS.

FIS reserves the right to suspend the provision of its education services to students in respect of which there are any overdue amounts, to restrict access to such students' services (including IT access) and to restrict access to FIS' premises so long as any amount due to FIS remains overdue and unpaid.

FIS shall be entitled to terminate the contract created by these Terms and Conditions by written notice to the debtor if payment of any fees or payments under these Financial Terms and Conditions is not made by the due date, without prejudice to any other rights or remedies of FIS.

FIS reserves the right to deduct any overdue amount from the redemption value of the debenture.

#### **8. Compliance with Hong Kong Laws and Regulations**

Parents must ensure that they and their children enrolled at FIS are at all times in compliance with the relevant laws and regulations of Hong Kong insofar as these laws and regulations govern the right of the Parents and their children to reside in Hong Kong and to pursue education in Hong Kong. In the event that Parents or students are in breach of any such relevant laws or regulations, FIS reserves the right to immediately suspend or terminate the provision of services to the student and any FIS Fees invoiced, outstanding or otherwise due at the time of suspension or termination will become immediately due and payable.

## III. PERSONAL INFORMATION COLLECTION AND PRIVACY POLICY AND CONSENT

### 1. Statement of Policy

FIS respects personal data and is committed to complying with the requirements of the PDPO.

The FIS Personal Information Collection and Privacy Policy is formulated to protect the privacy of all Data Subjects.

### 2. Statement of Practices

#### **Kinds of Personal Data Held & Main Purposes of Keeping Personal Data**

From time to time, it is necessary for FIS to collect and hold personal information of Data Subjects for different purposes such as student and Parent information (in connection with student applications, alumni, records activities and communication to students and Parents on behalf of FIS).

Personal Data will be collected only for lawful and relevant purposes, will be kept confidential and will be handled by relevant and suitably qualified FIS staff members. In particular, Parents hereby consent to the collection of their Personal Data and of the Personal Data of their children for the purposes herein stated. FIS will also recommend that students consult their Parents before providing Personal Data to FIS.

In addition to the types of Personal Data delineated above, but without limiting the scope of the definition of Personal Data, FIS also holds Personal Data related to students. This includes information supplied to FIS by students or their Parents and is collected in connection with and for the purposes of student applications, student records, communications between FIS and the students and/or their Parents, and in relation to students' education and school activities. Students' Personal Data is kept for educational and administrative purposes only.

#### **Security measures**

Personal Data of Data Subjects may be stored in the FIS database systems and online portals (including the Parent Portal). Any such relevant Personal Data will form part of the student's official records at FIS.

FIS employees and any party who is designated by FIS to handle the information will comply with the strictest standards of security and confidentiality. FIS will take all reasonably practicable steps to ensure that Personal Data is protected against unauthorized or accidental access, processing or erasure.

#### **Retention**

FIS' policy is to retain Personal Data for no longer than is required to fulfil the purpose (or any directly related purpose) for which the Personal Data was to be used, subject to legal, statutory and regulatory requirements mandating the retention of data. Different retention periods may apply to the various kinds of Personal Data collected and held by FIS.

#### **Disclosure and Transfer of Personal Data**

Personal Data will be kept confidential but, subject to the provisions of any applicable law, may be:

- Supplied to any agent, contractor, or third party (whether within or outside Hong Kong) who provides administrative, information technology or other services to FIS to undertake its academic, pastoral, administrative and alumni functions and who has a duty of confidentiality to FIS;
- Collected and used by third party service providers that provide services such as but not limited to Google G Suite for Education, Microsoft Office, WordPress and Weebly, and for this purpose Parents hereby give authorisation to FIS to manage accounts with these third party companies for their children for educational purposes; and
- Disclosed to any government departments, organisations related to the government or other appropriate governmental or regulatory authorities in Hong Kong or overseas (such as the Agency for French Education Abroad for the French stream for academic and administrative purposes).

Transfer of Parents and students' Personal Data will only be made for one or more of the purposes specified above.

#### **Use of FIS' Website and Parent Portal**

Some of FIS' web pages require submission of personal information. Under those circumstances, all reasonable measures will be taken to protect the privacy of such information; however, FIS cannot guarantee the absolute security of any information submitted.

When there is a visit on FIS' website and on the Parent Portal, a record of the visit is made as a "hit" which may show information that includes:

- domain name server address, log information, details of use of the website and Parent Portal, device event information, and the user's Internet protocol address;
- the pages visited;
- device information, such as the hardware model, operating system, unique device identifiers, and mobile network information including phone number;
- geo-location information;
- unique application numbers, such as application version number; and
- cookies or similar technologies which are used to collect and store information about a browser or device, such as language and other settings. Most web browsers are initially set up to accept cookies. One can choose to 'not accept' cookies by changing the settings but if one does so one may find that certain features on FIS' website or the Parent Portal do not work properly.

The "hit" information allows FIS to compile statistics about the number and types of visitors to its site and for the diagnosis of problems in order to help improve its website.

#### **Consequence of not Providing Personal Data**

The supply of Personal Data is voluntary except where specified at the time of the data collection as obligatory. Failure to provide such obligatory Personal Data requested may result in FIS being unable to proceed with the purpose of which such Personal Data was requested.

#### **Enquiries, Access and Correction**

Under the PDPO, Data Subjects have the right to access or correct their Personal Data held. All requests must be submitted to: [info@lfis.edu.hk](mailto:info@lfis.edu.hk).

FIS may levy a charge for processing any data access or correction request.

If you have any queries about FIS policy and practice, please write to [info@fis.edu.hk](mailto:info@fis.edu.hk) or to  
French International School  
165 Blue Pool Road, Happy Valley, Hong Kong

**Personal Information Collection Statement**

When FIS collects Personal Data from individuals, FIS will provide them with a PICS on or before the collection in an appropriate format and manner.

For more information about FIS' policies on privacy and personal data protection, please refer to the FIS PICS, available on the Parent Portal, and FIS' Photo, Audio and Video Policy in part IV of these Terms and Conditions.

## IV. PHOTO, AUDIO AND VIDEO POLICY

### 1. Purpose

FIS recognises that Parents need to be aware of how FIS may use and publish Media.

This policy is intended to support the FIS community (including its staff, students, alumni and Parents) by ensuring that the Media is used, published and stored appropriately, responsibly, and with permission.

FIS recognises that the Media has considerable value in terms of identifying, celebrating and promoting FIS (particularly its students', and its community's) activities, initiatives and achievements.

### 2. Scope

This policy covers any Media, in physical and/or digital form, containing or featuring FIS staff, students, alumni and Parents made by, or on behalf of, FIS within the school or during school activities and events outside the school.

FIS, and/or others, may use and publish the Media in a variety of circumstances and contexts, and on the Platforms.

### 3. Guidelines

FIS will routinely capture, take, edit, publish and store the Media, of or concerning the FIS community (including its staff, students, alumni, and Parents) for purposes contemplated in this part.

The Media may be used on the Platforms.

The Media may identify students by name, grade, graduating year and/or such other identifying data.

Students and Parents may report concerns they may have, regarding inappropriate or intrusive photography, to the Headmaster, who will handle such concerns in a similar manner as any other child protection concern.

FIS will securely store and handle the Media, and will only grant access to those persons with the consent of the Parents of the FIS students as described under section 4 below

FIS will retain control and ownership of all Media it acquires, takes or captures, possesses, uses or publishes (or those FIS hires, engages or employs to acquire, take or capture, possess, use or publish media).

FIS will obtain the additional and respective consent of Parents if the Media is to be published by a third party or is outside the scope of any consent previously provided by the Parents of the FIS students.

### 4. Consent of Parents of students and "Opt-Out" Procedure

The collection of the Media under this part of the Terms and Conditions may constitute collection of personal data under the PDPO. When a student is admitted to FIS, Parents will be provided with a PICS and a copy of these

Terms and Conditions, informing them and obtaining their prior consent in relation to the collection and use of the Media by FIS on the Platforms.

If Parents of a FIS student do not wish that FIS uses the Media that includes their child, or if they have previously consented to the collection and use of the Media by FIS and would like to revoke their consent (“Opt-out”), they may at any time notify FIS about their choice of consent by emailing [communication@ifis.edu.hk](mailto:communication@ifis.edu.hk).

If Parents of a student do not consent to or have “Opted-out” of the collection and use of the Media by FIS, FIS will not use any Media concerning that student.

Such students shall be excluded from any Media-related events, including group photos, audio recordings and videos taken at school or during school activities (for example during school trips, sporting activities) and any school productions and events. The list of individuals who have not provided their consent or ‘Opted-out’ shall be managed by FIS

## **5. Copyright**

FIS owns the copyright of all photos and video footage taken at FIS’ organized classes or events.

## V. IT POLICY

### 1. Access

Access to ICT Services may be provided from time to time by FIS to students as part of the curriculum or for means of communication. Part of the ICT Services provided by FIS to students includes the use of G Suite for Education, and certain Additional Services provided by Google. In the course of using G Suite for Education and the Additional Services, certain information will be collected by Google. More information about the type of information collected and how this is used and disclosed can be found on the following link: [https://gsuite.google.com/terms/education\\_privacy.html](https://gsuite.google.com/terms/education_privacy.html).

### 2. Consent

Consent from Parents is required in order for FIS to provide access to the Additional Services to students under the age of 18. As refusal of such consent will mean the relevant student will not be able to participate effectively in classes where use of the Additional Services is required, consent from Parents for their child(ren) enrolled at FIS to use the Additional Services is deemed to be given upon acceptance of these Terms and Conditions. Additionally, consent is also deemed to be given by Parents for their child(ren) to access the Core Services upon acceptance of these Terms and Conditions.

### 3. Accounts

In the course of using ICT Services, in particular but not limited to G Suite for Education and the Additional Services, students may be required to create and/or log into user accounts in order to access the ICT Services. FIS requires administrator access to such user accounts, including the ability to access, monitor, use, modify, withhold, or disclose any data associated with such user accounts. Parents' consent is deemed to be given for such access upon acceptance of these Terms and Conditions.

### 4. Breach

Use of ICT Services by students is subject to each relevant FIS ICT use policy according to age group and stream, examples of which appear at Annex II to these Terms and Conditions. Parents and students are deemed to agree to comply with the ICT use policies upon acceptance of these Terms and Conditions. Students will be provided with the relevant FIS ICT use policy prior to use of ICT Services and will be expected to read and comply with the relevant ICT use policy at all times when using the ICT Services. Any breach of the applicable ICT use policy may result in the student(s) in question being restricted from accessing the ICT Services and may result in disciplinary action being taken, without prejudice to any other legal rights FIS may have in respect of any damage arising directly or indirectly from such breach.

## VI. LANGUAGE AND GOVERNING LAW

### 1. Language

If these Terms and Conditions are translated into any language other than English, the English version shall prevail.

### 2. Governing law and jurisdiction

These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Hong Kong.

Each party irrevocably agrees that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims).

# Annex I

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## APPLICATION FORM Corporate Debenture(s) – Category A

**Purchase of a debenture is compulsory prior to any student's admission to class.**

I/We\*, the undersigned, ....., acting on behalf of the company identified below (the “**Debenture Holder**”), request the allocation of ..... Category A Debenture(s), each Category A Debenture having a nominal value of HK\$ 250,000\*\* (the “**Nominal Value**”), and upon allocation of such Category A Debenture, agree to become a member of the French International School “Victor Segalen” Limited and be subject to its Articles of Association (“**Articles**”).

### Debenture Holder\*\*\* information:

Name of the company : .....

*(As registered at the Hong Kong Companies Registry)*

Address :

Contact person : .....

E-mail :

Tel :

⇒ The Debenture Holder already owns a debenture at the School :       Yes  No

### Student(s) to be covered by the Category A Debenture(s)

Last Name :

First Name :

Date of Birth :

⇒ I have read and agree to the terms and conditions written on the back of this form. **When a corporate body pays the school fees for a child, the child must be covered with a corporate debenture A.**

### I/We\* enclose (please check the appropriated box):

- A crossed cheque for HK\$ ..... payable to «French International School »
- Or  A copy of the bank draft transfer document  
*(Payment must be settled by the corporate body which name corresponds to the BR copy)*
- A copy of the company's Business Registration (BR) -for new holder application only

Signature

Date

\* Delete as applicable

\*\*The price of the debenture is subject to review at any time by the Board of Directors of the French International School « Victor Segalen ». The applicable tariff will be that approved by Board of Directors at the time of payment by the subscriber. The issuance of debentures is subject to the prior approval of the Board of Directors

\*\*\* The debenture holder (as stated on the original debenture certificate) will be the only person entitled to donate or redeem the debenture. Cheques will be issued to the debenture holder's name(s) only. Please make sure the name(s) of the debenture holder(s), stated on the debenture certificate, corresponds to full name(s) of the beneficiary of the bank account. The name of the debenture holder, stated on the debenture certificate, must correspond to the full name(s) of the beneficiary of the bank account

# TERMS & CONDITIONS

*The following is the text of the Terms and Conditions of the Category A Debentures which will be endorsed on each Category A Debenture issued.*

1. This Category A Debenture (the “**Debenture**”) concerns the French Stream and the International Stream (“**School**”) of the French International School “Victor Segalen” Association Limited (the “**Association**”).
2. Subject to the approval of the Board of Directors of the Association and subject to the rules laid down by the Board of Directors pursuant to Article 23(a) of the Articles, a Category A Debenture may be issued to a person (whether an individual or a corporate body) even if such person is not able to nominate a student for enrollment in the French International School “Victor Segalen” (the “School”) at the time of acquisition of the debenture.
3. Each Debenture Holder will become a Member of the Association.
4. The Register of Debentures and Transfers shall be kept at the registered office of the Association.
5. The Debenture Holder shall be entitled to nominate a student to receive education in the School provided that the student’s academic standard has been approved by the Principal of the School and provided also that there shall be a vacancy for such student in the class appropriate to that student’s age and academic standard. For the purpose of this clause, a student shall mean a child of the Debenture Holder, or a child for whom the Debenture Holder is legally responsible for maintenance, or a child of an employee of the Debenture Holder.
6. This Debenture is non-negotiable. At the time of departure of the student from School, the Debenture Holder may apply for redemption of this Debenture by the Association at the Nominal Value. Redemption shall be made subject to the rules laid down by the Board of Directors pursuant to the Articles in one payment or several installments over such period as the Board of Directors shall decide but in any event such period may not exceed ten years, without any interest being due and payable.
7. The Association shall be entitled at any time to redeem this Debenture in full and subject to receipt of the appropriate payment from the debenture holder, to issue to the Debenture Holder in its place a new Debenture for a higher nominal value.
8. The Association shall be entitled at any time to redeem this Debenture in part (whether in one payment or by several installments) up to its Nominal Value less one dollar. Partial redemption shall not affect any of the rights and privileges conferred by this Debenture.
9. The Debenture cannot be redeemed in full by the Debenture Holder if any monies are outstanding or penalties payable in respect of the student covered by this Debenture, at the time of his/her departure from the School. Such outstanding monies will be deducted from the Nominal Value of the Debenture.

In particular, if the correct period of notice of the student’s withdrawal from the School is not given, the School is entitled to charge a penalty equivalent to up to 2 months’ School fees, and this will be deducted from the Nominal Value of the Debenture.

*For details of the notice period for withdrawal please see our website:*

*French Stream:* <http://www.fis.edu.hk/web/Default.aspx?r=1&lang=en-gb&e=1402&h=0;4;-1>

*International Stream:* <http://www.fis.edu.hk/web/Default.aspx?r=1&lang=en-gb&e=1405&h=1;3;-1>

10. This Debenture is non-interest bearing.
11. This Debenture is unsecured.
12. The Association may at any time issue further and additional classes of debentures.
13. In the event of the Debenture Holder having no student enrolled at the School eight calendar days before the beginning of the academic year, the Debenture Holder shall be placed on the Association’s waiting list pending enrollment.
14. An administrative fee of HK\$ 25,000 shall be charged:
  - (1) upon a change of the student to be covered by any Category A Debenture; or
  - (2) in such circumstances as the Board of Directors may from time to time decide.

## APPLICATION FORM

### Private Debenture - Category B

Purchase of a debenture is compulsory prior to any student's admission to class.

I/We\*, the undersigned, ..... (the "**Debenture Holder**") request the allocation of one Category B Debenture, with a nominal value of HK\$ 90,000\*\* (the "**Nominal Value**"), and upon allocation of such Category B Debenture, agree to become a member of the French International School "Victor Segalen" Limited and be subject to its Articles of Association ("**Articles**").

#### Debenture Holder(s)\*\* details :

- Father/ Legal guardian of the student  
 Mother/ Legal guardian of the student  
 Father and mother/ Legal guardians of the student (fill in details for holders 1 & 2)  
 Father or mother/ Legal guardians of the student (fill in details for holders 1 & 2)

Holder 1 \*\*\*

Holder 2\*\*\*

Family name :

Given name : .....

Address : .....

Tel : .....

E-mail : .....

⇒ I/We\* already own a debenture at the School:  Yes  No .....

#### Student to be covered by the Category B Debenture

Last Name :

First Name :

Date of Birth :

Each Category B Debenture will be issued subject to certain Terms and Conditions, a copy of which appears on the back of this form.

⇒ I/We\* confirm that I/we\* have read and agree to such Terms and Conditions.

⇒ I/We\* hereby declare on my honor that this debenture is purchased by me and not by my employer.

⇒ I/We\* acknowledge and understand that **when a corporate body pays the school fees for a student such student must be covered a Category A Debenture.**

#### I/We\* enclose (please check the appropriated box):

- A crossed cheque for HK\$ ..... payable to «French International School »  
 A copy of the bank draft transfer document

Signature

Date

\* Delete as applicable

\*\*The price of the debenture is subject to review at any time by the Board of Directors of the French International School « Victor Segalen ». The applicable tariff will be that approved by the Board of Directors at the time of payment by the subscriber. The issuance of debentures is subject to the prior approval of the Board of Directors

\*\*\* The debenture holder (as stated on the original debenture certificate) will be the only person entitled to donate or redeem the debenture. Cheques will be issued to the debenture holder's name(s) only. Please make sure the name(s) of the debenture holder(s), stated on the debenture certificate, corresponds to the full name(s) of the beneficiary of the bank account. The name of the debenture holder, stated on the debenture certificate, must correspond to the full name(s) of the beneficiary of the bank account

**French International School "Victor Segalen" Association Limited – Hong Kong**

165, Blue Pool Road, Happy Valley, Hong Kong

T: +852 25776217 F: +852 25779658 E: [info@fis.edu.hk](mailto:info@fis.edu.hk)

[www.fis.edu.hk](http://www.fis.edu.hk)

# TERMS & CONDITIONS

*The following is the text of the Terms and Conditions of the Category B Debentures which will be endorsed on each Category B Debenture issued.*

1. This Category B Debenture (the "**Debenture**") concerns the French Stream and the International Stream ("**School**") of the French International School "Victor Segalen" Association Limited (the "**Association**").
2. A Category B Debenture may only be issued to an individual(s) whose child will be attending the school and for whom such individual(s) will personally be paying the school fees. A Category B debenture applies to one student only and is not transferable.
3. Each Debenture Holder will become a Member of the Association.
4. The Register of Debentures and Transfers shall be kept at the registered office of the Association.
5. The Registered Holder of this Debenture shall be entitled to nominate a child to receive education in the School provided that the student's academic standard has been approved by the Principal of the School and provided also that there shall be a vacancy for such student in the class appropriate to that student's age and academic standard. For the purpose of this clause and Clause 2, a child shall mean a child of the Debenture Holder, or a child for whom the Debenture Holder is legally responsible for maintenance.
6. This Debenture is non-negotiable. At the time of departure of the child from School, the Debenture Holder shall apply for redemption of this Debenture by the Association at the Nominal Value. Redemption shall be made subject to the rules laid down by the Board of Directors pursuant to the Articles in one payment or several installments over such period as the Board of Directors shall decide but in any event such period may not exceed ten years, without any interest being due and payable.
7. The Association shall be entitled at any time to redeem this Debenture in full and subject to receipt of the appropriate payment from the Debenture Holder, to issue to the Debenture Holder in its place a new debenture for a higher nominal value.
8. The Association shall be entitled at any time to redeem this Debenture in part (whether in one payment or by several installments) up to its Nominal Value less one dollar. Partial redemption shall not affect any of the rights and privileges conferred by this Debenture.
9. The Debenture cannot be redeemed in full by the Debenture Holder if any monies are outstanding or penalties payable in respect of the student covered by this Debenture, at the time of his/her departure from the School. Such outstanding monies will be deducted from the Nominal Value of the Debenture.

In particular, if the correct period of notice of the student's withdrawal from the School is not given, the School is entitled to charge a penalty equivalent to up to 2 months' school fees, and this will be deducted from the Nominal Value of the Debenture.

*For details of the notice period for withdrawal please see our website:*

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10. This Debenture is non-interest bearing.
11. This Debenture is unsecured.
12. The Association may at any time issue further and additional classes of debentures.

## Annex II

### USE OF SCHOOL TECHNOLOGY BY THE FIS STUDENTS

The school technology that includes but is not limited to computers, tablet devices, WiFi network access, Local Area Network (LAN) access, electronic mail, Internet access, printing devices and all other forms of instructional, networking and communication tools that are provided as a service by the school to students. Use of these technologies is a privilege, not a right. Students are expected to observe the followings:

- All students are required to be good technology citizens by refraining from activities that annoy others, disrupt the educational experience of their peers, or can be considered as illegal, immoral and/or unprofessional conduct.
- The student is ultimately responsible for his/her actions in accessing technology at the school. Failure to comply with the guidelines of technology use may result in the loss of access privileges and/or appropriate disciplinary action.

#### 1- GUIDELINES OF TECHNOLOGY USE

- i. Access to computers, computer system, information networks, and to the information technology environment within the school system is a privilege and must be treated as such by all students.
- ii. The school system will be used solely for the purpose of research, education, and school related business and operations.
- iii. Any system which requires password access shall only be used by the authorized user. Account owners are ultimately responsible for all activity under their account and shall abide by this guideline.
- iv. The technological resources are limited. All users must respect the shared use of school resources. The school reserves the right to limit use of such resources if the student is found to be acting in an irresponsible or unlawful manner.
- v. All communications and information accessible and accessed via the school system is and shall remain the property of the school.
- vi. Student use must be related to the school curriculum.
- vii. Any defects or knowledge of suspected abuse in the school systems, networks, security, hardware or software shall be reported to a teacher.

#### 2- UNACCEPTABLE USE

The school has the right to take disciplinary action, remove computer and networking privileges, or take legal action or report to the Police, any activity characterized as unethical, unacceptable, or unlawful. Unacceptable use activities constitute, but are not limited to, any activity through which any user:

- i. Violates such matters as institutional or third party copyright, license agreements or other contracts. The unauthorized use of and/or copying of software is illegal.

- ii. Interferes with or disrupts other network users, services, or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer viruses or worms, distributing quantities of information that overwhelm the system (chain letters, network games, etc.) and/or using the network to make unauthorized entry into any other resource accessible via the network.
- iii. Attempts to disable, bypass or otherwise circumvent the school content filter. This includes but is not limited to the use of proxy servers.
- iv. Seeks to gain or gains unauthorized access to information resources, obtains copies of, or modifies files or other data, or gains and communicates passwords belonging to other users.
- v. Uses or knowingly allows another to use any computer, computer network, computer system, program, or software to devise or execute a scheme to defraud or to obtain money, property, services, or other things of value by false pretenses, promises, or representations.
- vi. Destroys, alters, dismantles, disfigures, prevents rightful access to, or otherwise interferes with the integrity of computer-based information resources, whether on stand-alone or networked computers.
- vii. Invades the privacy of individuals or entities.
- viii. Uses the network for commercial or political activity or personal or private gain.
- ix. Installs unauthorized software or material for use on the school computers. This includes, but is not limited to, downloading music, pictures, images, games, and videos from either the Internet or via portable drives.
- x. Uses the network to access inappropriate materials.
- xi. Uses the school system to compromise its integrity (hacking software) or accesses, modifies, obtains copies of or alters restricted or confidential records or files.
- xii. Submits, publishes, or displays any defamatory, inaccurate, racially offensive, abusive, obscene, profane, sexually oriented, or threatening materials or messages either public or private.
- xiii. Uses the school systems for illegal, harassing, vandalizing, inappropriate, or obscene purposes, or in support of such activities is prohibited. Illegal activities are defined as a violation of Hong Kong laws. Cyber-bullying and harassment are slurs, comments, jokes, innuendos, unwelcome comments, cartoons, pranks, and/or other verbal conduct relating to an individual which: (a) has the purpose or effect of unreasonably interfering with an individual's work or school performance; (b) interferes with school operations; (c) has the purpose or effect to cause undue emotional stress or fear in an individual.
- xiv. Vandalism is defined as any attempt to harm or destroy the physical hardware, operating system, application software, or data. Inappropriate use shall be defined as a violation of the purpose and goal of the network. Obscene activities shall be defined as a violation of generally accepted social standards in the community for use of a publicly owned and operated communication device.

The school may exercise its right by electronic means to monitor the use of the school's computer systems, including the monitoring of Websites, the interception of Emails and the deletion of inappropriate materials in circumstances where it believes unauthorised use of the school's computer system is or may be taking place, or the system is or may be being used for criminal purposes or for storing text or imagery which is unauthorised or unlawful.

## Charte informatique pour les élèves de l'école Primaire du Lycée Français International de Hong Kong

Dans le cadre des apprentissages, l'école met à disposition de l'élève des services informatiques : ordinateurs, accès à internet, courrier électronique, espace de travail en ligne.

Tu dois en connaître les règles d'utilisation. Lorsque l'ordinateur est connecté à Internet, tu dois aussi savoir quelles sont les règles de consultation de l'information et les règles de communication. L'ensemble de ces règles constitue une **charte élève** que tu dois lire, comprendre et t'engager à respecter en la signant.

En cas de non respect de la charte élève, des sanctions définies par les enseignants et la direction de ton école pourront être prises contre toi.

L'élève s'engage à respecter les règles de l'utilisateur, définies ci-dessous :

- Je respecte et je prends soin du matériel informatique. Je le remets à sa place si besoin.
- Je ne modifie pas la configuration des ordinateurs et je respecte l'organisation des fichiers.
- Je consulte les sites internet et j'utilise le courrier électronique et les outils numériques toujours et seulement en suivant les consignes données par l'enseignant.
- Seule une photo de mon visage peut être utilisée sur mon profil.
- Je ne communique ni mot de passe ni identifiant.
- Je n'accède pas aux documents des autres sans y être autorisé.
- Je m'engage à vérifier la qualité de mon travail, en corrigeant tous les écrits que je mets en ligne.
- Je me montre poli et respectueux, je ne dis pas du mal de quelqu'un dans mes messages.
- Je m'engage à ne pas faire circuler de rumeur ou de fausses informations.
- Je ne donne pas d'informations personnelles (nom, âge, adresse, téléphone)
- Je peux utiliser, pour mon usage personnel, des textes et des images trouvés sur des sites internet.
- Je ne pratique pas le plagiat : Je ne copie pas des textes entiers ou en partie sans citer leur provenance.
- Je respecte le propriétaire de ces documents : si je veux les reproduire et les diffuser, je lui demande l'autorisation.
- Je sais que ce que je trouve sur Internet n'est pas toujours vrai ou à jour.
- Si je découvre des contenus choquants sur Internet, j'en parle immédiatement à l'adulte qui m'encadre.
- Je sais que des informations sur ma navigation sont conservées et consultables.

Le non-respect de l'une de ces règles entraînera des sanctions progressives.

- Avertissement de l'utilisateur concerné.
- Interdiction temporaire d'accès à l'outil informatique.
- Interdiction permanente d'accès à l'outil informatique.
- Sanctions disciplinaires.
- Poursuites civiles et pénales en cas d'infractions aux dispositions légales.

L'utilisateur reconnaît avoir pris connaissance de cette charte et s'engage à la respecter dans son intégralité.

Date :

Signature des parents :

Signature de l'élève :

## Student IT Code for Primary French International School of Hong Kong

As part of their learning, the school provides IT services for students: computers, internet access, email and online working spaces.

You must be aware of the rules for using these services. When a computer is connected to the internet, you must also know the rules about consulting sites and communicating. Together these rules make up the Student IT Code which you have to read, understand and agree to respect by signing it. If you break the rules set out in the Student IT Code, there will be sanctions decided by your teachers and the Head of Primary.

Students agree to follow the rules set out below:

- I will respect and look after IT equipment and return it to the correct place if needed.
- I will not change the configuration of computers or the organisation of their files.
- I will always follow teachers' instructions for consulting websites and using email and digital tools.
- I can only use a photo of my face for my profile.
- I will not share my password or my username.
- I will not access other people's document without their permission.
- I will check my work and correct all text I put online.
- I will be polite and respectful and will not say bad things about others in my messages.
- I will not spread rumours or false information.
- I will not give out personal information (name, age, address, telephone number)
- I can use text and photos found on the internet for my personal use.
- I will not be a plagiarist: I will not copy all or part of a text without referencing its source.
- I will respect the ownership of documents. If I want to make a copy of a document and circulate it, I will ask permission.
- I understand that information on the internet is not always true or up-to-date.
- If I find any shocking content on the internet, I will immediately speak about it to the adult who is supervising.
- I understand that the research on my browser is kept and is retrievable.

Breaking one of these rules will lead to progressive sanctions.

- A warning for the user concerned.
- Temporary ban from using IT services.
- Permanent ban from using IT services.
- Disciplinary measures.
- Civil or criminal proceedings if the law is broken.

The user has read and understood this Student IT Code and commits to following these rules in their entirety.

Date:

Parent Signature:

Student Signature:

.....