

Privacy Policy

This Privacy Policy (the “Policy”) applies to the collection, use and disclosure of an individual customer’s Personal Data (hereinafter defined) arising from services offered by St. James' Preschool Services (Anglican) Ltd (“SJPS”).

1. General

1.1 This Policy statement provides information on the obligations and policies of SJPS in respect of the collection, usage and disclosure of an individual customer’s Personal Data. SJPS undertakes to use reasonable efforts in applying, where practicable, those principles and the processes set out herein to its operations.

1.2 SJPS management and members of staff shall use reasonable endeavours to respect the confidentiality of and keep safe any and all Personal Data collected and/or stored and/or disclosed and/or used for, or on behalf of SJPS. SJPS shall use reasonable endeavours to ensure that all collection and/or storage and/or disclosure and/or usage of Personal Data by SJPS shall be done in an appropriate manner and in accordance with the Act and this Policy.

1.3 For the purposes of this Policy, in line with the provisions under the Singapore Personal Data Protection Act 2012 (No. 26 of 2012) (the “Act”), “Personal Data” shall mean data, whether true or not, about an individual customer who can be identified — from that data; or from that data and other information which an organisation has or is likely to have access. Such Personal Data shall also refer to that which is already in the possession of SJPS or that which shall be collected by SJPS in the future.

2. Contacting the Data Protection Officer

2.1 Where you legitimately request access to and/or correction of Personal Data relating to you, such Personal Data which is in the possession and control of SJPS, shall provide and/or correct that data in a reasonable time and manner in accordance with its standard procedures as stated hereinafter.

2.2 In accordance with the Act, SJPS has established a process for receiving and responding to any query, request or complaint that may arise with respect to the application of this Act. To ensure SJPS receives your enquiries, requests and/or complaints, please send the same via email to the Data Protection Officer (the “DPO”) of SJPS at the following email address: redbean@littleseeds.edu.sg

2.3 Should you not wish SJPS to use your Personal Data for any of the purposes listed in Clauses 3.2 to 3.4, or not to receive promotional materials from SJPS, you may opt out by sending a clearly worded email to the DPO via the email address provided in Clause 2.2. Your request shall be processed within a reasonable time.

2.4 Whilst SJPS respects your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our services to you and we shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform our DPO in the manner described in Clause 2.2 above.

2.5 Please note that withdrawing consent does not affect SJPS's right to continue to collect, use and disclose personal data where such collection, use and disclosure without consent is permitted or required under applicable laws.

3. Statement of Practices

3.1 Types of Personal Data Collected:

SJPS may collect Personal Data for the following purposes:

- Enrolment and Registration
- Verification and Identification of the parent/guardian
- Administrative purposes
- Security purposes

The following types of Personal Data is used by SJPS in relation to the purposes set out above:

- Name (first and surname);
- NRIC
- Age
- Gender
- Date of Birth
- Postal Address;
- Phone number (including mobile);
- Office number;
- Email address;
- Bank account/credit card details; and
- IP addresses

We may use cookies on our websites to track website visitorship and experience. Most web browsers are designed to accept cookies. If you do not wish to receive any cookies, you may set your browser to refuse it.

3.2 Purpose of Collection of Personal Data

The above Personal Data mentioned in Clause 3.1 is collected for the purposes of contacting you with regards to your child and pre-school matters; update on news and information pertaining to events and happenings in the pre-school; to conduct polls and seek feedback for events and activities of the pre-school ; for communication purposes via voice calls and video calls; text messages; email; direct mail and facsimile messages; for payment and/or credit control purposes; to notify you of any changes to our policies or services which may affect you; to post or mail items to your designated delivery address provided to us; to respond to queries and feedback; for identification purposes; for maintaining and updating your child's personal details; to evaluate if you are suitable for employment within St. James' Preschool Services (Anglican) Ltd; and informing you of new developments, services, promotions of SJPS other third parties which we are associated with.

3.3 Disclosure of Personal Data

In order to carry out the functions described above, SJPS may, from time to time, disclose your Personal Data to subsidiaries, related corporations, affiliates, and agents.

3.4 Without derogating from any of the above, and subject to Clause 3.5 below, SJPS may also disclose your Personal Data to the following third parties:

- Other Government agencies;
- Regulators and law enforcement officials;
- Lawyers;
- Auditors;
- Third party service providers and consultants;
- Credit, debit and charge card companies, banks and other entities processing payment;
- Any agent or subcontractor acting on SJPS behalf for the provision of SJPS services including operation personnel, bus drivers, bus attendants and co-ordinators, enrichment vendors, suppliers and web administrators.

3.5 SJPS may disclose your Personal Data to the abovementioned parties also in the occurrence of any of the following events:

- To the extent that SJPS is required to do so by the law;
- In connection with any legal proceedings or prospective legal proceedings;
- To establish, exercise or defend SJPS legal rights;
- To any person and/or entity for the purpose of processing such information on SJPS behalf;
- To third parties who provide services to SJPS or on its behalf, including but not limited to services relating other marketing activities;
- To any third party that purchases SJPS or SJPS' business or any part of SJPS or SJPS' business;
or
- Disclosure of your Personal Data with your consent.

3.6 Under the Personal Data Protection Act (PDPA), organisations are generally not allowed to collect, use or disclose an individual's NRIC number (or copy of NRIC). However, as early childhood development centres (ECDC) are required to collect, use or disclose an individual's NRIC (or copy of NRIC) on behalf of the Early Childhood Development Agency (ECDA), ECDCs are excluded from the Data Protection Provisions of the PDPA for the following processes:

- Collection of NRIC numbers or making copies of parents/guardians' NRICs during enrolment to accurately establish the relationship of the parent/guardian to the child, or verify the identity of the parent/guardian. This is to ensure the health, safety, and well-being of the child.
- Collection of NRIC numbers or making copies of authorised persons' NRICs to accurately establish or verify the identity of the authorised person prior to the release of the young child to the authorised person. A failure to accurately verify the identity the person may pose a significant safety risk to the child. (An authorised person is any individual nominated by the parent/guardian to be able to pick up the child from the centre).
- Collection of NRIC numbers or making copies of parents/guardians' NRIC and child's birth certificate for matters related to the application for subsidy and financial assistance. ECDA requires centres to retain all documents pertaining to government subsidy or financial assistance claims made on behalf of parents. These documents are to be given to authorised auditors upon request.

3.7 Optional Provision of Personal Data

In some instances, you may also be requested to provide certain Personal Data that may be used to further improve SJPS services and/or better tailor the type of information presented to you. In most cases, this type of data is optional although, where the requested service is a personalised service, or provision of a product or dependent on your providing all requested data, failure to provide the requested data may prevent SJPS from providing the service to you. This type of data includes, but is not limited to:

- Other related products and services subscribed to; and
- Family and household demographics.

3.8 Under certain circumstances, telephone calls made to any of SJPS companies and/or service hotlines and/or inquiry telephone numbers are recorded for the purposes of quality control, appraisal, as well as staff management and development. In such an event, by agreeing to this Policy, you hereby give your clear and unambiguous consent for the collection, use and disclosure of such Personal Data in accordance to this Policy.

4. Accuracy of Personal Data

Where possible, SJPS will validate data provided using generally accepted practices and guidelines. This includes the use of check sum verification on some numeric fields such as account numbers. In some instances, SJPS is able to validate the data provided against pre-existing data held by SJPS. In some cases, SJPS is required to see original documentation before we may use the Personal Data such as with Personal Identifiers and/or proof of address. To assist in ensuring the accuracy of your Personal Data in the possession of SJPS please inform us of any updates of any parts of your Personal Data by sending a clearly worded email to the DPO at the email address provided at Section 2.2.

5. Protection of Personal Data

SJPS uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your Personal Data and will not knowingly allow access to this data to anyone outside SJPS, other than to you or as described in this Policy at Clauses 3.4 and 3.5. However, SJPS cannot ensure or warrant the security of any information you transmit to SJPS and you do so entirely at your own risk. In particular, SJPS does not warrant that such information may not be accessed, altered, collected, copied, destroyed, disposed of, disclosed or modified by breach of any of SJPS physical, technical, or managerial safeguards.

6. Access and Correction of Personal Data

6.1 In accordance with Clause 2.1 of this Policy, you have the right to:

- check whether SJPS holds any Personal Data relating to you and, if so, obtain copies of such data; and
- require SJPS to correct any Personal Data relating to you which is inaccurate for the purpose for which it is being used.

6.2 SJPS reserves the right to charge a reasonable administrative fee in order to meet your requests under Clause 7. Upon payment of the requisite fee, your request shall be processed within a reasonable time.

6.3 If you wish to verify the details you have submitted to SJPS or if you wish to check on the manner in which SJPS uses and processes your personal data, SJPS security procedures mean that SJPS may request proof of identity before we reveal information. This proof of identity will take the form of full details of name and NRIC or Passport or Fin number. You must therefore keep this information safe as you will be responsible for any action which SJPS takes in response to a request from someone using your personal details.

7. Storage and Retention of Personal Data

SJPS will delete, as soon as reasonably possible, or otherwise anonymise any Personal Data in the event that the Personal Data is not required for any reasonable business or legal purposes of SJPS. The Personal Data is deleted from SJPS electronic, manual, and other filing systems in accordance with SJPS internal procedures and/or other agreements.

8. Contacting you

To the extent that any of the communication means which you have provided SJPS with (which may include, your telephone number) is/will be listed on the Do Not Call Registry (the “DNC”), by agreeing to this Policy through your signing of any consent form, filling up of the online form, or by any other means of indication, you hereby grant SJPS your clear and unambiguous consent to contact you using all of your communication means you have provided to SJPS including using via email, voice calls, SMS, Whatsapp, MMS, fax or other similar communications applications or methods, for the purposes as stated above in Paragraph 3.2. This will ensure your continued enjoyment of SJPS services.

9. Change Policy

SJPS reserves the right to alter any of the clauses contained herein in compliance with local legislation and/or to meet its global policy requirements and for any other purpose deemed reasonably necessary by SJPS. You should look at these terms regularly. If you do not agree to the modified terms, you should inform us as soon as possible of the terms to which you do not consent. Pending such notice, if there is any inconsistency between these terms and the additional terms, the additional terms will prevail to the extent of the inconsistency.

10. Transfers of Personal Data Outside of Singapore

SJPS generally does not transfer your personal data to countries outside of Singapore. However if we do so, we will obtain your consent for the transfer to be made and we will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that under Clause 5 above.

11. Governing Law

This Policy is governed by and shall be construed in accordance with the laws of Singapore. You hereby submit to the non-exclusive jurisdiction of the Singapore courts.

12. Miscellaneous

12.1 This Policy only applies to the collection and use of Personal Data by SJPS. It does not cover third party sites to which we provide links, even if such sites are co-branded with our logo. SJPS does not share your Personal Data with third party websites. SJPS is not responsible for the privacy and

conduct practices of these third party websites, so you should read their own privacy policies before disclosure of any Personal Data to these websites.

12.2 SJPS will not sell your personal information to any third party without your permission, but we cannot be responsible or held liable for the actions of third party sites which you may have linked or been directed to SJPS online portal website.