

Date: \_\_\_\_\_

# STANDARD STUDENT CONTRACT

# BETWEEN

# COMPANY

# AND

# **STUDENT's NAME**



# Standard Student Contract Between Private Education Organisation and Student

This Contract is dated \_\_\_\_\_ (dd/mm/yyyy) and made between:

(1 )	Full Name of Private Education Organisation (" <b>PEO</b> ")	:
	ACRA Registration Number	:
	(where applicable)	
	CaseTrust for Education No.	
	(where applicable)	:
	Address	:
(2)	Full Name of student (as in NRIC) (" <b>Student</b> ")**	:
	NRIC	:
	Nationality	:
	Address (Singapore Residence)	:
(3)	Full Name of Sponsor (Company)	:
	Contact person:	:
	Telephone/ Fax No.	:
	Company Registration No.	:
(4)	Full Name of Parent/Guardian*	:
( )	(if Student is under 21 years of age)	
	NRIC/Passport Number*	:
	Nationality	:
	Occupation	:
	Address	:
	Telephone Number	:
	,	

- \* Please delete as appropriate.
- \*\* References to "**Student**" in this Agreement shall be deemed to include references to the student's parent or guardian, as the case may be.

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### 1. COURSE INFORMATION, ENTRY REQUIREMENTS AND FEES

#### 1.1 Name of Course:

1.2

Course applied for (the "Course")	:	
Course will be recognised by relevant recognised bodies upon	-	
Casetrust Accreditation	:	
Date of Commencement and Completion:	-	
Date of commencement of the Course ("Commencement		
Date")	:	
Date of completion of the Course ("Completion Date")		

- **1.3** <u>Entry Requirements:</u> The entry requirement(s) for the Course is/are as set out in **Schedule 1** and the PEO hereby confirms that it has verified that the Student has met such entry requirements.
- **1.4** <u>Type of Qualification:</u> Name of certificate / diploma\* to be conferred on the Student upon successful completion of the Course
- 1.5 Organisation Awarding/Conferring Qualification:
- **1.6** <u>Student Arrival:</u> Latest date on which Student has to commence residence in Singapore

Ministry of Education

\*(Applicable to foreign students)

- **1.7** <u>Course Fees:</u> The course fees shall be apportioned as set out in Schedule 2.1 ("Course Fees") and shall, subject to Clauses 2 and 3, be payable on or before the dates set out therein.
- **1.8** <u>Additional Fees:</u> In addition to the Course Fees, the additional fees set out in Schedule 2.2 *may* be payable by the Student (the "Additional Fees").
- **1.9** Payment of Course Fees and Additional Fees: The Tuition Fees set out in Schedule**2.1** shall be paid on or before the dates specified therein:
  - (i) to the PEO if the PEO adopts a Student Tuition Fee Insurance pursuant to Clause 3

All other fees payable shall be paid to the PEO on or before the dates specified in **Schedules 2.2**.

**1.11 Issue of Receipts:** For every payment made by the Student to the PEO, the PEO shall issue a receipt to the Student stipulating (i) the amount paid, (ii) the date of payment, and (iii) the purpose of such payment (with a proper breakdown of the payment amount, where applicable).

#### 2. Withdrawal Penalties

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If student's written notice of withdrawal is received	% of course fee penalized
More than or 30 days before	10% - deposit
commencement of course	
commencement of course	
Less than 30 days before	50% - deposit
commencement of course	
After course has commenced	100% - deposit

#### 3. STUDENT PROTECTION SCHEME

## 3.1 PEO's Undertaking to have SPS:

The PEO hereby confirms and undertakes to the Student that it has in place a Student Protection Scheme as stipulated by the Consumers Association of Singapore (CASE) (the "**SPS**") by way of a Student Tuition Fee Insurance pursuant to the terms and conditions of the CASE-PEO Agreement dated \_\_\_\_\_ made between CASE and the PEO.

- (i) This SPS is available to local students in the event they choose to opt into the SPS.
- (ii) Local students who want to opt out from the SPS must tick at this box
- (iii) Local students who want to opt into the SPS must <u>tick only one</u> appropriate box below:

Under Clause 3.2: SPS in the form of Student Tuition Fee Insurance

**3.2** [Where SPS is in the form of a Student Tuition Fee Insurance]:

A copy of the master insurance policy dated [•] issued by [NTUC Income Insurance Cooperative Ltd] (the "**Master Insurance Policy**") taken up by the PEO for the purpose of insuring, among other things, the Student [is available on the PEO's website at [•].

The Master Insurance Policy sets out, among other things, the events under which NTUC Income Insurance Co-operative Ltd shall indemnify the Student for Tuition Fees paid to the PEO.

[The Student acknowledges that he/she has read and has understood the terms of the Master Insurance Policy and hereby agrees to the terms and conditions therein].

The PEO hereby undertakes to procure that the cover under the Master Insurance Policy shall be extended to the Student and the PEO shall, within [•] days of the date of this Agreement, deliver to the Student the certificate of student insurance.

**3.3 No Double Claim:** For the avoidance of doubt, if the Student and/or his/her parent/guardian receives any payment from the PEO or NTUC Income Insurance Co-

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operative Limited pursuant to a provision of this Agreement or the Master Insurance Policy in respect of any matter or damage, then the Student and his/her parent/guardian shall not be entitled to claim against the PEO or NTUC Income Insurance Co-operative Limited for the same payment in respect of the same matter or damage pursuant to any other provision of this Agreement or the Master Insurance Policy.

#### 3.4 <u>Registration Fee</u>

- Foreign students SGD\$150
- Local students SGD\$30

#### 4. GOVERNING LAW AND DISPUTE RESOLUTION

- **4.1 <u>Governing Law:</u>** This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.
- **4.2** <u>Grievance Procedure:</u> The PEO shall, within [•] working days of this Agreement and in any event no later than the Commencement Date, provide the Student with a copy of its student handbook or such other document which shall prescribe a formal grievance procedure for the purpose of providing a timely and fair method of resolving disputes arising from this Agreement or such other matter as may relate to the Student's enrolment at the PEO.
- **4.3** <u>Third Party Mediation:</u> In the event that the Student and the PEO are unable to resolve a dispute in accordance with the grievance procedure referred to in Clause 4.2, the Student and the PEO shall refer the dispute to the CASE Mediation Centre for mediation prior to instituting any legal action or proceedings. The Student and the PEO hereby agree to such procedures and to pay such fees as the CASE Mediation Centre may prescribe from time to time for the purpose of resolving their dispute.
- **4.4 Jurisdiction:** The parties hereby irrevocably agree that the courts of Singapore are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement which cannot be settled successfully through the Case Mediation Centre and that, accordingly, any legal action or proceedings arising out of or in connection with this Agreement ("**Proceedings**") may be brought in those courts and the parties irrevocably submit to the jurisdiction of those courts.

#### 5. CONFIDENTIALITY

The PEO is committed to maintaining the confidentiality of the Student's personal information and undertakes not to divulge any of the Student's personal information to any third party without the prior written consent of the Student.

#### 6. FORCE MAJEURE

In the event that any party shall be rendered unable to carry out the whole or any part of its obligations under this Agreement for any reason beyond the control of that party, including but not limited to acts of God, force majeure, strikes, war, riot and any other causes of such nature, then the performance of the obligations hereunder of that party or all the parties as the case may be and as they are affected by such cause shall be excused during the continuance of any inability so caused, but such inability shall as far as possible be remedied with all reasonable despatch. For the avoidance of doubt, this

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clause shall not apply to cases where:

- the PEO is declared to be insolvent and/or a winding-up order made or bankruptcy issued by the Singapore court against the PEO (or, any partner of the PEO if the PEO is a partnership); and
- (ii) the relevant authority(ies) issue(s) an order to cease and/or terminate the operations of the PEO, or the happening of anything of a similar nature under the laws of Singapore.

## 7. PRECEDENCE TO OTHER AGREEMENTS

In the event of there being any inconsistency between the terms of this Agreement and the terms of any other agreement (oral or written) entered into between the PEO and the Student either before or after the making of this Agreement, the terms of this Agreement shall prevail and the terms of such other agreement shall be deemed to be amended to the extent necessary for it to be read as being consistent with this Agreement.

#### 8. MISCELLANEOUS

- **8.1 Indulgence, Waiver, etc.**: No failure on the part of any party to this Agreement to exercise and no delay on the part of any party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it.
- 8.2 <u>Remedies</u>: No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the parties to this agreement shall not constitute a waiver by such party of the right to pursue any other available remedies.
- **8.3** Severability of Provisions: If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of this Agreement.
- **8.4** <u>Third Party Rights:</u> A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or any other laws in any jurisdiction to enforce any term of this Agreement.
- 8.5 <u>Successors and Assigns:</u> This Agreement shall be binding upon, and ensure for the benefit of, the successors, personal representatives and permitted assigns of the parties PROVIDED THAT neither the PEO nor the Student shall be entitled to assign its rights and/or obligations under this Agreement without the prior written consent of the other party.
- 8.6 <u>Translations:</u> In the event of any conflict or inconsistency between any term of this Agreement (including the Schedules) in the English language and any translation thereof in any other language, the English language version of this Agreement shall prevail.

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# **SCHEDULE 1**

# Entry Requirements for the Course

- minimum18 years old as at 1 JAN 2007
- Secondary or equivalent qualifications

## SCHEDULE 2

## BREAKDOWN OF COURSE FEES AND ADDITIONAL FEES

## Schedule 2.1

#### **Course Fees**

	Payment by Instalment		Payment in	Advance
	Amount		Amount	
Tuition Fees	(S\$)	Date Due	(S\$)	Date Due

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For Course Pre-requisites:				
Not applicable				
For Course:		Before		
First half	2,750	commence ment date		
3 <sup>rd</sup> quarter	1,375	of each		
4 <sup>th</sup> quarter	1,375	term		
Total Tuition Fees Payable	5,500			
	Amount		Amount	
Non-Tuition Fees	(S\$)	Date Due	(S\$)	Date Due
1. Student Pass	100			
Application Fee		Before		
2. Registration fee	100	commence		
3. Tool Kit	150	ment date		
4. Nitec Exam Fee	200			
Total Non-Tution Fees Payable	550			



# Schedule 2.2 Additional Fees

Purpose of Fee	Amount (S\$) and When Payable
Locker Rental Charges	50 upon payment

Note: There is no GST



SIGNED by the PEO

Authorised Signatory of the PEO Name: Date :	
SIGNED by the Student	SIGNED by the Student's parent or guardian (if the student is under twenty one (21) years of age)
Name of Student	Name of Parent or Guardian
	Occupation
*Where applicable SIGNED By Sponsor (Company)	Address
	Witness Occupation
Name of Staff Designation Company'	
	Address

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