
Dated _____

**STANDARD STUDENT CONTRACT
(SAMPLE)**

**BETWEEN
PRIVATE EDUCATION ORGANISATION
AND
STUDENT (INTERNATIONAL)**

- 1.6. **Course Fees:** 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.
- 1.7. **Payment of Deposit:** The deposit shall be set out in **Schedule 2.2** (the “**Deposit**”) and shall be payable on or before the date set out therein as security for the due performance and performance of the Student’s obligations to the PEO under this Agreement.
- 1.8. **Return of Deposit:** Subject to Clauses 2.1 and 2.2, the Deposit shall, within fourteen (14) days of the Completion Date or earlier termination of the Student’s enrolment at the PEO, be paid in full (without interest) to the Student provided however that the PEO shall be entitled to deduct all or a part thereof to set off any payment then owing by the Student to the PEO and/or to recover any monies which are properly determined by the PEO to be due and payable to the PEO.
- 1.9. **Additional Fees:** In addition to the Course Fees and the Deposit, the additional fees set out in **Schedule 2.2** *may* be payable by the Student (the “**Additional Fees**”).
- 1.10. **Payment of Course Fees, Deposit 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, or
 - (ii) in the manner set out in Clause 3.2 below if the PEO adopts a Student Tuition Fee Account (Escrow) pursuant to Clause 3.
- All other fees payable (being the **Non-Tuition Fees** set out in **Schedule 2.1** and any Additional Fees set out in **Schedule 2.2**) and the Deposit shall be paid to the PEO on or before the dates specified in **Schedules 2.1** and **2.2**, and **Clause 1.8**, respectively.
- 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. REFUND POLICIES

- 2.1. **Withdrawal from Course:** Subject to Clause 6, the Student shall be entitled to immediately withdraw from the Course by giving written notice to the PEO of his/her intention to do so under the following circumstances:
- (i) The PEO fails, for any reason, to commence the Course on the Commencement Date;
 - (ii) The PEO fails, for any reason, to complete the Course on the Completion Date unless expressly agreed by the student in writing;
 - (iii) The PEO terminates the Course for any reason prior to the completion of the Course; or
 - (iv) The PEO is in material breach of its obligations under this Agreement.

2.2 **Refunds for Withdrawal with Cause:** The PEO shall, as soon as practicable after receiving the Student's notice of withdrawal under Clause 2.1 (and in any event no more than fourteen (14) days after receiving such notice) refund to the Student:

- (i) the entire amount of the Tuition Fees and Deposit; and
- (ii) the Non-Tuition Fees and/or Additional Fees*.

2.3. **Withdrawal Without Cause and Refunds:** Where the Student withdraws from the Course for any reason other than those set out in Clause 2.1 or Clause 7, the PEO shall, subject to Clause 3.4, as soon as practicable after receiving the Student's written notice of withdrawal) and in any event no more than fourteen (14) days after receiving such notice), refund to the Student the entire amount (100%) of the Deposit (less all such deductions which the PEO is entitled to make in accordance with Clause 1.9) together with the following sums (less any applicable bank administrative charges properly paid/payable under Clause 3):

If Student's written notice of withdrawal is received	% of the aggregate amount of the Course Fees and Additional Fees paid under Clause 1.6 and 1.9
After course commencement	No refund
Less than 7 days before commencement of course	No refund
Between 7 to 13 days before commencement of course	30% of total course fees less registration and administrative fees
Between 14 to 20 days before commencement of course	50% of total course fees less registration and administrative fees
Between 21 to 28 days before commencement of course	70% of total course fees less registration and administrative fees
More than 28 days before the commencement of course	100% refund

2.3. **Deemed Withdrawal:** A Student who transfers from the Course to another Course with the PEO shall, for the purpose of this Clause 2, be deemed to have withdrawn from the Course and the provisions of Clause 2.3 shall apply save as otherwise agreed between the PEO and the Student.

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 (the "SPS") as stipulated by the Consumers Association of Singapore (CASE) by way of a Student Tuition Fee Account (Escrow)/Student Tuition Fee Insurance* pursuant to the terms and conditions of the CASE-PEO Agreement dated _____ made between CASE and the PEO.

3.2* [Where SPS is in the form of a Student Tuition Fee Account (Escrow)]:

A copy of the master escrow agreement dated _____ between CASE, DBS Bank Ltd and the HongKong and Shanghai Banking Corporation Limited (the "**Master Escrow Agreement**") and acceded to by the PEO on _____ [is available at the PEO's website at _____]. The Master Escrow Agreement sets out, among other things, the details upon which the PEO shall establish an escrow account with DBS Bank Ltd/ HongKong and Shanghai Banking Corporation Limited* (the "**Escrow Account**" with the "**Escrow Bank**") for the purposes of receiving payment of the Student's Tuition Fees and the circumstances in which the amounts in the Escrow Account shall be payable to the PEO and/or the Student.

[The Student acknowledges that he/she has read and has understood the terms of the Master Escrow Agreement.]

The PEO and the Student hereby agree that:

- (i) the Student shall execute a student escrow confirmation in a form acceptable to the Escrow Bank (the "**Student Escrow Confirmation**" within __ days of the date of this Agreement and deliver a copy of the same to the Escrow Bank within three (3) business days of it being so executed;
- (ii) the PEO shall issue payment vouchers, not less than thirty (30) days prior to the Commencement Date, to the Student in accordance with the terms of the Master Escrow Agreement and the Student shall submit such payment vouchers together with any payment made under Clause 3.2 (iii) below; and
- (ii) the Student shall pay the Tuition Fees directly into the Escrow Account on or before the dates specified in Schedule 2.1.

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

A copy of the master insurance policy dated 1st August 2005 issued by [NTUC Income Insurance Co-operative 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.

3.4* **No Double Claim:** For the avoidance of doubt, if the Student and/or his/her parent/ guardian receives any payment from the PEO or the Escrow Bank/NTUC Income Insurance Co-operative Limited* pursuant to a provision of this Agreement or the Master Escrow Agreement/ 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 the Escrow Bank/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 Escrow Agreement/Master Insurance Policy*.

4. GOVERNING LAW AND DISPUTE RESOLUTION

- 4.1. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.
- 4.2. **Grievance Procedure:** The PEO shall, within _____ working days of this Agreement and in any event not 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. **Third Party Mediation:** 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 jurisdiction are 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 party irrevocably submit to the jurisdiction of those courts PROVIDED THAT nothing in this Clause shall limit the right of any party to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude that party from taking Proceedings in any other jurisdiction, whether concurrently or not.

5. INTERNATIONAL STUDENTS

- 5.1. **Student Pass Application:** The PEO undertakes to use best efforts to assist the Student if he/she requires a Student Pass from the ICA. This includes, without limitation, providing the student with advice on obtaining such pass, verifying the Student's enrolment and immigration status, and doing all such things as may be necessary to procure the Student Pass from the ICA.
- 5.2. **Student Pass Not Transferable:** The Student Pass issued under Clause 5.1 is not transferable and will expire upon the Student ceasing to be a student of the PEO. The PEO is under an obligation to inform the ICA of the Student's withdrawal from, or completion of, his/her course of study at the PEO, and the Student shall deliver to the PEO within ___days of the Student ceasing to be a student of the PEO, the passport and Student Pass for the Student for cancellation of the Student Pass.
- 5.3. **Withdrawing from the PEO:** A Student who withdraws from the PEO to enroll with another school shall be deemed to have withdrawn from the PEO under Clause 5.2 and the provisions of Clause 5.2 shall apply.

6. 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.

7. 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 clause shall not apply to cases where:

- (i) 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.

8. 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.

9. MISCELLANEOUS

- 9.1. **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.
- 9.2. **Remedies:** No remedy conferred by any of the provisions of this Agreement is intended 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.
- 9.3. **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.
- 9.4. **Third Party Rights:** 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.

- 9.5. **Successors and Assigns:** 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.
- 9.6. **Translations:** 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

SCHEDULE 1 Entry Requirements for the Course

Full-Time English Courses Available at Petra :

No.	Course Name	Total Duration	No. of Modules	Fee per module	Entry Requirements
1.	Intensive Petra Phonics with Conversational Skills- Basic Level	4 months	4	S\$1,000.00	At least 5 years; Zero knowledge
2.	Intensive Petra Phonics with Conversational Skills -Intermediate Level	4 months	4	S\$1,000.00	At least 5 years; Has Knowledge of the English Phonograms
3.	Intensive Petra Phonics with Conversational Skills - Advanced Level	4 months	4	S\$1,000.00	At least 6 years; Can speak, read, write, and understand simple English
4.	Intensive English for Academic Purposes- Basic Level	6 months	6	S\$1,000.00	Has completed Petra Phonics with conversational Skills-Advanced Level (Petra) or its equivalent
5.	Intensive English for Academic Purposes- Pre-Intermediate Level	5 months	5	S\$1,000.00	Has a proficiency level equivalent to at least Primary 4 level or completed Intensive English for Academic Purposes-Basic Level (Petra)
6.	Intensive English for Academic Purposes- Intermediate Level	4 months	4	S\$1,100.00	Has a proficiency level equivalent to at least Primary 6 level or completed Intensive English for Academic Purposes-Pre-Intermediate Level (Petra)
7.	Intensive English for Academic Purposes- Advanced Level	3 months	3	S\$1,200.00	Has a proficiency level equivalent to at least Lower Secondary Level or completed Intensive English for Academic Purposes-Intermediate Level (Petra)

Registration Fee for all the above courses is S\$50.00.

[The above courses have been approved by the Ministry of Education, Singapore.]

**SCHEDULE 2
BREAKDOWN OF COURSE FEES AND ADDITIONAL EXPENSES**

**Schedule 2.1
Course Fees**

Tuition Fees	Payment by Installment		Payment in Advance	
	Amount (S\$)	Date Due	Amount (S\$)	Date Due
For Course Pre-requisites: <i>[breakdown of tuition fee by module/semester]</i>				
For Course: <i>[breakdown of tuition fee by module/semester]</i>				
Total Tuition Fees Payable				
Non-Tuition Fees	Amount (S\$)	Date Due	Amount (S\$)	Date Due
<i>[registration fees, accommodation, course materials, examination fees, etc.]</i>				
Total Course Fees Payable	<i>[total]</i>		<i>[total]</i>	

**Schedule 2.2
Additional Fees and Deposit**

Purpose of Fee	Amount (S\$) and When Payable
<i>[late payment fees, replacement of Student ID, retaking examinations, failing a course, etc.]</i>	
Deposit	Amount (S\$) and Date Due

SIGNED by the PEO
(Authorized Signatory of the PEO)

Name: _____

Date: _____

SIGNED by the Student's parent or guardian
(if the student is under twenty one (21)
years of age)

Name: _____

Date: _____

Occupation: _____

Address: _____

SIGNED by the Student

Name: _____

Date: _____

SIGNED by the Witness

Name: _____

Date: _____

Occupation: _____

Address: _____
