**STANDARD PEI-STUDENT CONTRACT**

**(Languages)**

**BETWEEN**

**CA INTERNATIONAL COLLEGE PTE LTD**

**AND**

**First Name:**

**Family/Surname:**

**Student Number (office use):**

**06-02 Sim Lim Square**

**1 Rochor Canal Road**

**S188504**

*Version 2.1*

KEY POINTS OF PRIVATE EDUCATION INSTITUTION (PEI) – STUDENT CONTRACT

Dear Student,

The PEI-Student contract is an important legal agreement between the PEI and you.

The PEI is required to explain to you the contents of the contract in English and if necessary, in your native language too. If available, you can also request for the translated contract in your native language.

IMPORTANT – TAKE NOTE

1. Do not make payment before signing the contract
2. Sign two original copies of the contract. You retain one original copy after signing.
3. No amendments are allowed on the contract after signing unless both the PEI and you sign beside the amendments made

The contract is divided into different sections. Below is a list showing you where all the key information can be found in the different sections.

Ensure that all the key information listed below is provided for in the contract which you intend to sign with the PEI. You should only sign if you are clear and satisfied with the contract.

Section 1 – Course Information and Fees.

1. The course details you intend to study in. It must show when the course begins, and when it ends, and the course full schedule.
2. Name of the organisation which develops and awards the qualification, and the expected date of receiving your qualification
3. The course fees and payment schedule (with exact payment dates) stated in Schedule 2.1, and payable miscellaneous fees in Schedule 2.2

Section 2 – Refund Policy

1. The PEI’s refund policy is clearly stated in Clause 2.4. You must be comfortable with this refund policy before signing the contract.
2. You can receive full refund of course fees and any payable miscellaneous fees if any of the events under Clause 2.1 occurs
3. There is a cooling-off period of at least 7 working days for maximum refund in Clause 2.5. You can receive maximum refund stated in Clause 2.4 if you withdraw from the course within 7 working days after signing the contract.

Section 3 – Fee Protection Scheme (FPS)

1. Find out how your fees are protected under FPS and how you can pay your fees.
2. Escrow - pay fees only to your PEI’s escrow bank and no one else, including your PEI and agent, if applicable.
3. Insurance - check that the insurance period begins from the date that you pay your course fees to the PEI (and not the date that your course begins).
4. Clause 3.2 shows the maximum instalment amount that you need to pay

Section 4 – Medical Insurance Scheme NOT APPLICABLE

You would be covered by medical insurance arranged for by your PEI.

Section 5 – 11

These sections contain additional information to guide you on what to do and where to go if you have a problem with your PEI, how to apply for a Student’s Pass, what to expect when your PEI changes ownership/management, and other relevant matters.

I, [*name*], hereby acknowledge that

on this [*date in DD/MM/YYYY format*], the PEI has brought to my attention the details of the PEI-Student contract and I fully understand the content and my rights.

SIGNED by the Student SIGNED by the Student’s parent or legal guardian (if the student is under eighteen (18) years of age)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Student: Name of Parent or Legal Guardian:

 NRIC / Passport No:

|  |  |  |
| --- | --- | --- |
| Name of Salesperson: |  | Name of Authorising Person |
| Signature: |  | Signature: |

PEI-STUDENT CONTRACT BETWEEN

**PRIVATE EDUCATION INSTITUTION AND STUDENT**

**Please use BLOCK LETTERS**

Contract Number:

This Contract is dated (DD/MM/YYYY) and made between:

|  |  |  |  |
| --- | --- | --- | --- |
| (1) | Full Name of Private Education Institution (“**PEI**”) | : | **CA INTERNATIONAL COLLEGE PTE LTD** |
|  | Unique Entity Number (UEN)  | : | ROC 200922922W |
|  | CPE Registration Number (where applicable) | : | N/A |
|  | EduTrust Certificate No. (where applicable) | : | N/A |
|  | Address | : | 1 Rochor Canal Road #06-02 Sim Lim Square(S) 188504 |
|  | Contact Number | : | 6536 2193 |
|  |  |  |  |
| (2) | Full Name of student(NRIC for Singapore Citizen (SC) and Permanent Resident (PR) / as in passport for international student or Dependent Pass or LTSVP) | : |   |
|  | Passport Country of Issue(where applicable)\* | : |   |
|  | NRIC Number (for SC/PR/DP Holder and LTSVP) / Pass/Visa expiry date: | : |   |
|  | Nationality | : |   |
|  | Date of Birth (DD/MM/YYYY) |  |   |
|  | Mobile Number: | : |   |
|  | Email Address | : |   |
|  | Address in Singapore | : |   |
|  | Other Contact Numbers. | : |   |
|  |  |  |  |
| (3) | Full Name of Parent/Legal Guardian\*#(if Student is under eighteen (18) years of age) | : |  |
|  | NRIC/Passport Number\* | : |  |
|  | Passport Country of Issue(where applicable)\* | : |  |
|  | Nationality | : |  |
|  | Occupation | : |  |
|  | Address  | : |  |
|  | Contact 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. |
| # | Every international student is required to provide the particulars of his/her guardian to the school for contact purposes. The guardian should be a Singapore Citizen/Singapore Permanent Resident above eighteen (18) years old **or** the parent of the international student if the parent is working/staying in Singapore. The student is required to report any change in guardianship to the school immediately. |

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| **1.** | **COURSE INFORMATION AND FEES** |
| **1.1** | **Name of Course:** Course applied for (the “**Course**”) | : |   |
|  | ~~The PEI hereby confirms that the Course and its content have been permitted by the Council for Private Education and other relevant authorities~~.  |
| **1.2** | **Full-time or Part-time Course** | : | Full Time / Part Time |
| **1.3** | **Date of Course Commencement and Completion:** **Course** **Commencement Date** | : |   |
|  | **Course Completion Date** | : |  |
| **1.4** | **Course Duration (in ~~months~~/weeks)\*****Level Check Score (to be attached)** | : |  |
| **1.5** | **Course Details:** PEI shall set out in **Schedule 1** the details of the course including but not limited to: 1. Course entry requirement(s);
2. Course learning outcome(s);
3. Module synopses;
4. Course schedule with modules and/or subjects;
5. Scheduled holidays (public and school) and/or semester/term break for course;
6. Examination and/or other assessment period; and
7. Expected examination results release date.
 |
|  | The PEI hereby confirms that it has verified that the Student has met the course entry requirement(s) and is informed of the course details stated in **Schedule 1** prior to signing this Agreement.  |
| **1.6** | **Type of Qualification:** Name of award to be conferred on the Student upon successful Course completion  | : | CERTIFICATE |
|  | Type of award: Certificate/Diploma / Adv Diploma Others (please specify):  |
| **1.7** | **Organization which Develops the Course** | : | CA INTERNATIONAL COLLEGE PTE LTD |
| **1.8** | **Organization which Awards/Confers the Qualification:** | : | CAMBRIDGE ENGLISH ACADEMY PTE LTD |
| **1.9** | **Expected Award Conferment Date** | : | WITHIN ONE MONTH OF SUCCESSFUL COMPLETION OF THE COURSE OR LEVEL |
| **1.10** | **Student Arrival:** Latest date on which Student has to commence residence in Singapore(applicable for international students) | : | **NOT APPLICABLE** |
| **1.11** | **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. |
| **1.12** | **Miscellaneous Fees:** In addition to the Course Fees, the miscellaneous fees set out in **Schedule 2.2** may be payable by the Student (the “**Miscellaneous Fees**”). |
| **1.13** | **Payment of Course Fees and Miscellaneous Fees:** The **Course** **Fees** set out in **Schedule 2.1** shall be paid on or before the dates specified therein as set out in: 1. Clause 3.3 if the PEI adopts an escrow account; or
2. Clause 3.4 if the PEI adopts an insurance facility.

All other fees payable (being the **Miscellaneous Fees** set out in **Schedule 2.2**) shall be paid to the PEI on or before the dates specified in **Schedule 2.2**.  |
| **1.14** | **Issue of Receipts:** For every payment made by the Student to the PEI, the PEI shall issue a receipt to the Student including but not limited to the following:1. Student’s name;
2. Student’s identification number;
3. Payment intention;
4. Amount paid;
5. Payment breakdown;
6. Date of payment;
7. Course name; and
8. Course identification number.
 |

 **1.15 Make Up Lessons:**

 

You are entitled to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Make Up Lessons. You must notify us via email to absent@heartpower.com.sg of Course Code, Name of Teacher and the Date/s of absence 1 hour before commencement of classes.

**1.16 Your First Week:**

 Our level check is exhaustive but sometimes it may be necessary to move a student up or down a level. This will be at the recommendation of the teacher and will be done within the first week of a student commencing class.

**1.17 Days and Times of Class:**

The days and times of the classes have been given to you.

**1.18** **Textbooks:**

 Textbooks are given free of charge. In the event that your end of contract is less than 2 weeks, and a new book is to be used, photocopies will be given.

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| **2.** | **REFUND POLICY** |
| **2.1** | **Notification and Arrangement**PEI shall inform the Student immediately within three (3) working days if 1. It fails, for any reason, to commence the Course on the Course Commencement Date;
2. It terminates the Course, for any reason, prior to the Course Commencement Date;
3. It fails, for any reason, to complete the Course by the Course Completion Date;
4. It terminates the Course, for any reason, prior to Course Completion Date; or
5. The Student’s Pass application is rejected by Immigration and Checkpoint Authority (ICA).
 |
|  | The PEI shall, within seven (7) working days of notifying the Student in writing of above circumstances (i) to (iv), provide the Student with information and details of the alternative confirmed course arrangement to allow the Student to make timely and appropriate decision on the alternative arrangement.  |
| **2.2** | **Withdrawal for Cause:** Subject to Clause 9, the Student shall be entitled to immediately withdraw from the Course by giving written notice to the PEI of his/her intention to do so if the PEI is in breach of any of its obligations under this Agreement or fails to perform its obligation(s) under the circumstances in Clause 2.1 (i) to (iv).  |
| **2.3** | **Refunds for Withdrawal for Cause:** For circumstances under Clause 2.1, the PEI shall, within seven (7) working days after notifying the Student, refund to the Student:1. The ~~entire~~pro-rated amount of the Course Fees enjoyed; ~~and~~
2. ~~The Miscellaneous Fees\*.~~
 |
|  | The PEI shall also, as soon as practicable after receiving the Student’s notice of withdrawal under Clause 2.2 (and in any event no later than seven (7) working days after receiving such notice) refund to the Student the amounts stated in this Clause 2.3. |
| **2.4** | **Refunds for Withdrawal Without Cause:** Where the Student withdraws from the Course for any reason other than those set out in Clause 2.2 or Clause 9, the PEI shall, subject to Clause 3.5, as soon as practicable after receiving the Student’s written notice of withdrawal (and in any event no more than seven (7) working days after receiving such notice) refund to the Student the following sums (less any applicable bank administrative charges properly paid/payable under Clause 3): |
| % of [the aggregate amount of the fees paid under Clause 1.11 and 1.12] | If Student’s written notice of withdrawal is received |
| 100% (LESS ADMINISTRATIVE FEE – Schedule 2.2) | (**“Maximum Refund”**) More than 28days before the Course Commencement Date |
| 50% (LESS ADMINISTRATIVE FEE – Schedule 2.2) | Before, but not more than 7 days before the Course Commencement Date |
| 0% (LESS MISCELLANEOUS FEE – Schedule 2.1) | After, but not more than 1day after ~~before~~ the Course Commencement Date |
| **2.5** | **Cooling-Off Period (NOT APPLICABLE FOR TEACHER TRAINING COURSES)**The PEI shall provide the Student with a cooling-off period of 7 working days after signing this Agreement. Within these 7 working days and regardless whether the Course Commencement Date has passed, the Student can submit written notice of withdrawal to the PEI and receive the Maximum Refund amount stipulated by the PEI under Clause 2.4 (less any Course Fees consumed by the Student if the withdrawal date is later than the Course Commencement Date and the Student has started the Course, any PEI administrative charges which are stipulated in the Miscellaneous Fees and any applicable bank administrative charges properly paid/payable under Clause 3). Any dispute in respect of how much Course Fees have been consumed pursuant to this clause may be referred to mediation at the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) through the CPE Student Services Centre pursuant to Clause 5.3, and only in respect of such decision, the decision of the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) shall be final and binding on all parties. |
|  | The PEI shall also bring to the Student’s notice **Schedule 3** by notifying the student of his rights under the cooling-off period, and receive written acknowledgement as provided therein by the Student that **Schedule 3** has been brought to his notice. In the event that the notice in **Schedule 3** has not been brought to the Student’s attention, the cooling-off period of 7 working days shall only commence from the date that **Schedule 3** has been brought to the Student’s notice, and the Student has acknowledged the same. The Student shall have the right to withdraw from the Course and receive a refund as stated in this Clause 2.5 anytime before the notice in **Schedule 3** has been brought to the Student’s attention. |
|  | This Clause 2.5 takes precedence over the PEI’s refund policy stated in Clause 2.4.  |
| **2.6** | **Deemed Withdrawal:** A Student who transfers from the Course to another course with the PEI shall, for the purposes of this Clause 2, be deemed to have withdrawn from the Course and the provisions of Clause 2.4 shall apply save as otherwise agreed between the PEI and the Student. |
| **2.7** | **Change of Course:** Further to Clause 2.6, a fresh PEI-Student Contract under this format shall be executed between the PEI and the Student for any change of Course, whether with the same PEI or otherwise, unless agreed between the PEI and the Student |

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| **3.** | FEE PROTECTION SCHEME (FPS)  |
| **3.1** | **PEI’s Undertaking to have FPS:**The PEI hereby confirms and undertakes to the Student that it has in place a Fee Protection Scheme as stipulated by the Council for Private Education (CPE) (the “**FPS**”) by way of an ~~escrow account~~ / insurance facility\*.PEI-appointed FPS provider : LONPAC INSURANCE BHD  |
| **3.2** | The PEI hereby undertakes to the Student that as stipulated under the FPS, the PEI shall collect fees in equal instalment amounts from the Student with each collection not exceeding the collection cap calculated according to the following formula\*:1. ~~EduTrust-certified PEI (12-month)~~ ~~X~~~~/~~~~Z~~ ~~x 12 = ( )~~
2. Non-EduTrust-certified PEI (6-month) Y/Z x 6 = ( )

(PEI is a member of the industry-wide course fee protection scheme under Enhanced Registration Framework) 1. ~~Non-EduTrust-certified PEI (2-month)~~ ~~Y~~~~/~~~~Z~~ ~~x 2 = ( )~~

(PEI is not a member of the industry-wide course fee protection scheme under Enhanced Registration Framework and has not put in place the FPS in the form of an escrow account or insurance facility) where X is the total amount of the payable Course Fees set out in **Schedule 2.1**; Y is the course fees under the Enhanced Registration Framework; and Z is the total duration of Course (in months) as stipulated in Clause 1.4. |
| **3.3\*** | [*Where FPS is in the form of escrow account*]:[NOT APPLICABLEA copy of the master escrow agreement between CPE, DBS Bank Ltd, The HongKong and Shanghai Banking Corporation Limited and Standard Chartered Bank (the “**Master Escrow Agreement**”) and acceded to by the PEI on [•] is available at the PEI’s website at [•]. The Master Escrow Agreement sets out, among other things, the details upon which the PEI shall establish an escrow account with DBS Bank Ltd/HongKong and Shanghai Banking Corporation Limited/ Standard Chartered Bank\* (the “**Escrow Account**” with the “**Escrow Bank**”) for the purposes of receiving payment of the Student’s Fees and the circumstances in which the amounts in the Escrow Account shall be payable to the PEI and/or the Student. |
|  | [The Student acknowledges that he/she has read and has understood the terms of the Master Escrow Agreement and hereby agrees to the terms and conditions therein.]  |
|  | The PEI and the Student hereby agree that:1. The Student shall execute a student escrow confirmation in a form acceptable to the Escrow Bank (the “**Student Escrow Confirmation**”) within [•] working days of the date of this Agreement and deliver a copy of the same to the Escrow Bank within three (3) working days of it being so executed; and
2. The Student shall pay the Course Fees directly into the Escrow Account on or before the dates specified in Schedule 2.1.
 |
| **3.4\*** | [*Where FPS is in the form of Insurance facility*]:A copy of the master insurance agreement between CPE, HongKong and Shanghai Banking Corporation Insurance and Lonpac Insurance Bhd (the “**Master Insurance Agreement**”) and acceded to by the PEI for the purpose of insuring, among other things, the Student is available on the PEI’s website at www.englishschools.edu.sg. The Master Insurance Agreement sets out, among other things, the events under which ~~Hong Kong and Shanghai Banking Corporation Insurance~~/Lonpac Insurance Bhd\* shall indemnify the Student for Fees paid to the PEI. |
|  | [The Student acknowledges that he/she has read and has understood the terms of the Master Insurance Agreement and hereby agrees to the terms and conditions therein].  |
|  | The PEI hereby undertakes that: 1. The cover under the Master Insurance Agreement shall be extended to the Student;
2. The Student receives the certificate of insurance on the same day the Student pays the fee; and
3. The insured period should commence from the fee payment date to at least the next payment date.
 |
| **3.5** | **No Double Claim**: For the avoidance of doubt, if the Student and/or his/her parent/guardian receives any payment from the PEI or the Escrow Bank/Insurance Company\* pursuant to a provision of this Agreement or the Master Escrow Agreement/Master Insurance Agreement\* in respect of any matter or damage, then the Student and his/her parent/guardian shall not be entitled to claim against the PEI or the Escrow Bank/Insurance Company\* 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 Agreement\*. |

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| **4.** | MEDICAL INSURANCE SCHEME NOT APPLICABLE |
| **4.1** | **PEI’s Undertaking to provide medical insurance coverage:**The PEI hereby confirms and undertakes to the Student that it has in place a medical insurance scheme for all its students as required by CPE under EduTrust certification scheme. This medical insurance scheme shall minimally provide for an annual coverage limit of not less than S$20,000 per student, at least B2 ward in government and restructured hospitals and 24 hours coverage in Singapore and overseas (if student is involved in school-related activities) throughout the course duration, and the Student is encouraged to seek advice on whether more comprehensive insurance cover is required or desired. PEI-appointed medical insurance provider: N/A SC/PR and non-Student’s Pass International Students (Opt out)A SC/PR or a non-Student’s Pass international student who is protected by his own medical insurance coverage in Singapore can opt out from the medical insurance scheme arranged for by the PEI. If the preceding condition holds and if the Student opts out, he is to initial the box on the right and sign on the dotted line below the box. Signature: ......................................(To be signed by Legal Guardian if the Student is under eighteen (18) years of age) |

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| **5.** | GOVERNING LAW AND DISPUTE RESOLUTION |
| **5.1** | **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of Singapore. |
| **5.2** | **Grievance Procedure:** The PEI shall, within 1 working day~~s~~ of this Agreement and in any event no later than the Course 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 PEI. |
|  | The terms of this contract shall take precedence over any provision in the student handbook or any other document provided by the PEI. Nothing in the student’s handbook or any other document provided by the PEI shall limit or restrict the Student from filing a complaint at any time with the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) through the CPE Student Services Centre pursuant to Clause 5.3, or to seek other legal redress against the PEI as the Student might deem fit. |
| **5.3** | **Third Party Mediation:** In the event that the Student and the PEI are unable to resolve a dispute in accordance with the grievance procedure referred to in Clause 5.2, the Student and the PEI may refer the dispute to the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) through the CPE Student Services Centre for mediation prior to instituting any legal action. The Student and the PEI hereby agree to such procedures and to pay such fees as the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) may prescribe from time to time for the purpose of resolving their dispute.  |
| **5.4** | **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 Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) and that, accordingly, any legal action 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 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.  |

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| **6.** | INTERNATIONAL STUDENTS (NOT APPLICABLE) |
| **6.1** | **Student’s Pass Application:** The PEI undertakes to use best efforts to assist the Student if he/she requires a Student’s 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’s Pass on behalf of the Student. |
| **6.2** | **Student’s Pass Not Transferable:** The Student’s Pass issued under Clause 6.1 is not transferable and will expire upon the Student ceasing to be a student of the PEI. The PEI is under an obligation to inform the ICA of the Student’s withdrawal from, or completion of his/her course of study at the PEI, and the Student shall deliver to the PEI, within [•] working days of the Student ceasing to be a student of the PEI, the passport and Student’s Pass of the Student for cancellation of the Student’s Pass. |
| **6.3** | **Withdrawing from the PEI:** A Student who withdraws from the PEI to enrol with another school shall be deemed to have withdrawn from the PEI under Clause 6.2 and the provisions of Clause 6.2 shall apply.  |

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| **7.** | **CHANGE IN OWNERSHIP / MANAGEMENT** |
|  | The PEI shall inform the Student in the event of any:1. Change in ownership or shareholding structure of the PEI, and/or
2. Change in the management of the PEI.
 |
|  | The PEI shall inform the Student of such changes as soon as practicable, and in any event no later than fourteen (14) days after the change has been effected. |

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| **8.** | **CONFIDENTIALITY** |
|  | The PEI is committed to maintaining the confidentiality of all information provided by the student and undertakes not to divulge any of this information to any third party without the prior written consent of the Student.  |

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| **9.** | **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:1. The PEI is declared to be insolvent and/or a winding-up order made or bankruptcy issued by the Singapore court against the PEI (or, any partner of the PEI if the PEI is a partnership); and
2. The relevant authority(ies) issue(s) an order to cease and/or terminate the operations of the PEI, or the happening of anything of a similar nature under the laws of Singapore.
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| **10.** | **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 PEI 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. |
|  | The PEI shall not be allowed to enter into any other contractual agreement with the Student without the prior express written permission of the Council, and any agreements so executed shall be void, and any payments made by the Students thereunder shall be refunded to the Students in full. Students are advised, prior to signing any other agreements with the PEI, to ask to be shown a copy of the Council’s written approval of such agreements. |

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| **11.** | **MISCELLANEOUS** |
| **11.1** | **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. |
| **11.2** | **Remedies:** 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. |
| **11.3** | **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. |
| **11.4** | **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 PEI 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. In addition, PEI shall not be entitled to assign its rights and/or obligations under this Agreement without the prior consent of the Council, irrespective of any consent or waiver by the Student. |
| **11.5**11.611.711.8 | **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.**Medical Disclosure:** That the Student, during interview and application, discloses any medical problem that may affect ability to participate and complete the course applied for in accordance with the course requirements.**Attendance and Assessment:** That all scheduled course sessions must be attended and the entire practical component to be completed to be eligible for certification.That the following may affect the grades and may be grounds for dismissal from the course* Lack of punctuality from the Student
* Failure to co-operate reasonably with other trainees, PEI personnel and third parties (as, but not limited to, teaching practice).
* Student’s non compliance with PEI Code of Conduct (A copy of the Code of Conduct can be obtained from the PEI)
* Failure to complete any written assignments on time and to a satisfactory standard. Student accepts as final all decisions made by PEI in regards to certification, grading and dismissal from the course
* Any dispute in respect of how refunds pursuant to this clause shall be referred to mediation at the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) pursuant to Clause 5.4, and only in respect of such decision, the decision of the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) shall be final and binding on all parties.

**11.9 Borrowed Books and Materials:** Financial responsibility for any books and materials borrowed by the Student is accepted, in the event of loss or damage. At replacement cost.**11.10 Teachers/Trainers:** ANY of the PEI’s course may have different trainers/teachers and class sizes may vary.**11.11 Marketing**: The Student may be photographed and videotaped at the PEI and that these images may be used for marketing communications. Student must inform PEI in writing if they do not wish to be photographed or videotaped and have the images used for marketing communications.**11.12 Full Disclosure**: This offer by PEI assumes that the information provided by the Student is true and correct and that any false information provided or lack of disclosure by Student may lead to termination of the enrolment and that PEI may refer this to the authorizes.**The Terms and Conditions**: In this Agreement are the terms and conditions that govern a Student’s contract with the PEI. A breach of any term or condition thereof will render the Student liable to disciplinary action, which may result in expulsion from the programme and PEI. |

**SCHEDULE 1**

**COURSE DETAILS**

|  |
| --- |
| 1. Course entry requirement(s)

1.1 A Level check is conducted prior to registering to ascertain the correct level for the student. |
| 2) Course learning outcome(s)2.1 Meeting the Common European Framework (CEF) standards for each level. Please see below for the Learning Outcomes for Listening, Reading, Speaking and Writing. |
| 3) Module synopsesThe course strives to give students a grasp of the English language with oral communication as a key focus. Students will learn level-appropriate grammar and vocabulary through the use of textbooks and special activities. As this is a programme with lower intensity—that is, the class meets only two to three times a week, versus every day—it is recommended that students go through at least 180 contact hours before they acquire sufficient skills to move on to the next level. The levels are determined by the parameters set forth by the Common European Framework (CEF).By the time students finish the level, they will have learned the following:**Listening**: without any significant problems, understand the main points of clear standard speech on familiar matters regularly encountered in work, school, leisure, etc.; understand the main point of many radio or TV programmes on current affairs or topics of personal or professional interest when the delivery is relatively slow and clear.**Reading**: without any significant issues, understand texts that consist mainly of high frequency everyday or job-related language; be able to understand the description of events, feelings and wishes in personal letters. **Speaking**: confidently deal with most situations likely to arise whilst travelling in an area where the language is spoken; enter unprepared into conversations on topics that are familiar, of personal interest or pertinent to everyday life (e.g. family, hobbies, work, travel and current events).**Writing**: with significant ease, write straightforward connected texts on topics, which are familiar, or of personal interest.Students will also participate in our special pronunciation and any CALL (Computer-Assisted Language Learning) components.. |
| 4) C**o**urse schedule with modules and/or subjects4.1 Schedule is as per 1.4 (Course Duration)4.2 Over the course duration, students will cover all the four major skills of Listening, Reading, Speaking and Writing, including the systems of Grammar, Vocabulary, Pronunciation and Function. |
| 5) Scheduled holidays (public and school) and/or semester/term break for course. Defined course length, public holidays taken into consideration.No lessons on Public Holidays. No Make-Up lessons on Public Holidays.Scheduled holidays are between Christmas and New Year 25th December to 1st January inclusive. |
| 6) Examination and/or other assessment period6.1 Students are allowed to request assessment to the teacher at any time during the course. All assessments will be taken during class time and no Make Up lessons are given.6.2 Standards are set by (CEF). 7) Expected examination results release date **NOT APPLICABLE** |

**SCHEDULE 2**

**BREAKDOWN OF COURSE FEES AND MISCELLANEOUS FEES**

**SCHEDULE 2.1**

**COURSE FEES**

|  |  |
| --- | --- |
| Fees Breakdown*[shows the full breakdown of total payable course fees]* @ | Total Payable(S$) |
|
| Course pre-requisites (if applicable) | NA |
| Course fee |  bdjbvdOr @ $30/hr for classes taken if student successfully withdraws per Clause 2.5  |
| Membership fee |   |
| Course material fee | FOC$70 if student successfully withdraws per Clause 2.5 |
| FPS insurance/escrow fee | FOC$15 if student successfully withdraws per Clause 2.5 |
| Examination fee |  |
| (A) Total Course Fees Payable^#: |   |
| **(B) No of Installments**%**:** | 0 |
| **(C) Installment Amount (C = A/B)** | 0 |
|  |  |

@Please delete fees not applicable and include other relevant fees payable by students.

^ The total course fees payable should be fully protected as required by EduTrust FPS.

# The prevailing Good and Services Tax (GST) is excluded from the FPS.

% Please refer to Clause 3.2 for the imposed collection cap.

|  |  |
| --- | --- |
| Instalment Schedule | Payment by 12 / 6 / 2 month\* Installment  |
| Amount (S$) | Date Due |
| 1st installment |  |  |
| 2nd installment | NA | NA |
| 3rd installment |  |  |
|  |  |  |
| (A) Total Course Fees Payable: | NA | NA |

**\*** Pleasedelete as appropriate.

**SCHEDULE 2.2**

**MISCELLANEOUS FEES[[1]](#footnote-1)**

|  |  |
| --- | --- |
| Purpose of Fee | Amount (S$) and When Payable |
| Course transfer fees | 20% of balance lessons will be transferred to a spouse OR 10% of balance lessons will be transferred to a friend. |
| Incorrect claiming of Make Up Lesson eg Notification sent by student of absence on a specified date/s (with the intent to claim a future Make Up Lesson ) but attends the lesson. | $100 lesson |
| Replacement of student ID | NA |
| Re-taking examinations  | NA |
| Administrative Fee (for successful withdrawal) | $100 |

**SCHEDULE 3**

**STUDENT’S RIGHTS TO CANCEL AGREEMENT**

**SCHEDULE 3.1**

### You, the Student, shall have the right to cancel this Agreement within 7 working days from signing the Agreement, or within 7 working days from the date this notice has been brought to your attention, whichever is the later (the “Cooling-Off Period”).

### You are entitled to cancel this Agreement during the Cooling-Off Period for any reason, and are not obliged to give any reasons to the PEI for doing so.

### You have to write to the PEI to cancel the Agreement within the Cooling-off Period. You may use the form provided in Schedule 3.2. You may send such Notice of Cancellation by email or fax to the following contacts, or leave a copy with the PEI administrative office.

PEI email address: tesol@heartpower.com.sg

PEI fax number: None

PEI administrative office address: 1 Rochor Canal Road #06-02 Sim Lim Square (S) 188504

### You are advised to keep a copy of the email or fax confirmation slip. If the Notice of Cancellation is left with the PEI office, the PEI office is to acknowledge receipt of the Notice by signing on it and returning one copy of the Notice to you. If the PEI office does not do so, you are advised to inform the PEI immediately by writing to this email address tesol@heartpower.com.sg

### Upon cancelling the Agreement, the PEI must refund you the monies paid in accordance to Clause 2.5 of the PEI-Student Contract.

 

I, [*name*], hereby acknowledge that on this [*date in DD/MM/YYYY format*], the PEI has brought to my attention my rights under the Cooling-Off Period and that I fully understand these rights.

 

SIGNED by the Student SIGNED by the Student’s parent or legal guardian (if the student is under eighteen (18) years of age)

 

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Student: Name of Parent or Legal Guardian:

 

 NRIC / Passport No:

**SCHEDULE 3.2**

### SAMPLE NOTICE OF CANCELLATION

**STUDENT’S RIGHTS TO CANCEL AGREEMENT**

I, [*name*], on this [*date in DD/MM/YYYY format*] hereby cancel the Student-PEI contract with CA INTERNATIONAL COLLEGE PTE LTD (circle one) in the following course [*reference number or Course name, if any*].

**SIGNED by the Student** SIGNED by the Student’s parent or legal guardian (if the student is under eighteen (18) years of age)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Student: Name of Parent or Legal Guardian:

Date: NRIC / Passport No:

Date:

**SIGNED by the PEI**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signatory of the PEI Seal of PEI

Name:

Date:

**SIGNED by the Student** SIGNED by the Student’s parent or legal guardian (if the student is under eighteen (18) years of age)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Student: Name of Parent or Legal Guardian:

Date: NRIC / Passport No:

 Date:

 SIGNED by Witness

 Name of Witness:

NRIC / Passport No: Date:

1. Miscellaneous Fees refer to any non-compulsory and non-standard fees which the student will pay only when necessary or applicable. Such fees are normally collected on an ad-hoc basis by the PEI when the need arises. [↑](#footnote-ref-1)