# STANDARD PEI-STUDENT CONTRACT (Teacher Training)

# BETWEEN

# CAMBRIDGE ENGLISH ACADEMY PTE LTD

# AND

First Name:

Family/Surname:

Student Number (office use):

06-02 Sim Lim Square 1 Rochor Canal Road S188504

http://www.tesol.edu.sg/pdf/CPE%20PEI-Student%20Contract%20Teacher%20Training.docx

#### 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**

- a) Do not make payment before signing the contract
- b) Sign two original copies of the contract. You retain one original copy after signing.
- c) 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.

- a) The course details you intend to study in. It must show when the course begins, and when it ends, and the course full schedule.
- b) Name of the organisation which develops and awards the qualification, and the expected date of receiving your qualification
- c) 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

- a) The PEI's refund policy is clearly stated in Clause 2.4. You must be comfortable with this refund policy before signing the contract.
- b) You can receive full refund of course fees and any payable miscellaneous fees if any of the events under Clause 2.1 occurs
- c) 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) NOT APPLICABLE

- a) Find out how your fees are protected under FPS and how you can pay your fees.
- b) Escrow pay fees only to your PEI's escrow bank and no one else, including your PEI and agent, if applicable.
- c) 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).
- d) 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.

<u>Section 5 – 11</u>

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.

ļ	[name], hereby acknowledge that	
on this [date in DD/MM	M/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 Sales Person:	Name of Authorising Person:	
Date:	Date:	
Signature:	Signature:	

# PEI-STUDENT CONTRACT BETWEEN PRIVATE EDUCATION INSTITUTION AND STUDENT

Cor	itract/Student Number:	
This	s Contract is dated (DD/MM/YYYY)	and made between:
(1)	Full Name of Private Education Institution (" <b>PEI</b> ")	: CAMBRIDGE ENGLISH ACADEMY PTE LTD
	Unique Entity Number (UEN)	: 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 (" <b>Student</b> ") <sup>^</sup> (as in NRIC for Singapore Citizen (SC) and Permanent Resident (PR) / as in passport for international student)* Passport Country of Issue (where applicable)* NRIC/FIN Number (for SC/PR) / Passport Number and Student's Pass Number (for international student)* Nationality Date of Birth (DD/MM/YYYY) Address (Singapore Residence)	
	Contact Number in Singapore	:
	Contact Number in Home Country	
	(for international student)	:
(3)	Full Name of Parent/Legal Guardian* <sup>#</sup> (if Student is under eighteen (18) years of age)	:

NRIC/Passport Number*	:
Nationality	
Occupation	:
Address	:
Contact Number	:

\* Please delete as appropriate.

<sup>^</sup> References to "**Student**" in this Agreement shall be deemed to include references to the student's parent or guardian, as the case may be.

<sup>#</sup> 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.

#### 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

1.3 <u>Date of Course Commencement and</u> <u>Completion:</u>

Date of commencement of the Course

#### ("Course Commencement Date")

Date of completion of the Course

("Course Completion Date")\*

#### 1.4 Course Duration (in months/weeks)\*

#### 1.5 <u>Course Details:</u>

PEI shall set out in **Schedule 1** the details of the course including but not limited to:

- (i) Course entry requirement(s);
- (ii) Course learning outcome(s);
- (iii) Module synopses;
- (iv) Course schedule with modules and/or subjects;
- (v) Scheduled holidays (public and school) and/or semester/term break for course;
- (vi) Examination and/or other assessment period; and
- (vii) 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 Type of award: Certificate/Diploma / Adv Diploma	Certificate / Diploma
1.7	Organization which Develops the Course	International House Sydney/ University of Cambridge/ Cambridge English Academy Pte Ltd
1.8	Organization which Awards/Confers the Qualification:	International House Sydney/ University of Cambridge/ Cambridge English Academy Pte Ltd
1.9	Expected Award Conferment Date	WITHIN TWO MONTHS OF SUCCESSFUL COMPLETION OF THE COURSE OR LEVEL
1.10	Student Arrival: Latest date on which Student has to commence residence in Singapore	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 <u>Miscellaneous Fees:</u>

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:

- (i) Clause 3.3 if the PEI adopts an escrow account; or
- (ii) 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:

- (i) Student's name;
- (ii) Student's identification number;
- (iii) Payment intention;
- (iv) Amount paid;
- (v) Payment breakdown;

- (vi) Date of payment;
- (vii) Course name; and
- (viii) Course identification number.

# 2. REFUND POLICY

# 2.1 Notification and Arrangement

PEI shall inform the Student immediately within three (3) working days if

- (i) It fails, for any reason, to commence the Course on the Course Commencement Date (please note: CELTA minimum of 6 students, Certificate IV minimum of 6 students);
- (ii) It terminates the Course, for any reason, prior to the Course Commencement Date;
- (iii) It fails, for any reason, to complete the Course by the Course Completion Date;
- (iv) It terminates the Course, for any reason, prior to Course Completion Date; or
- (v) 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 <u>Withdrawal for Cause:</u>

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 <u>Refunds for Withdrawal for Cause:</u>

For circumstances under Clause 2.1, the PEI shall, within seven (7) working days after notifying the Student, refund to the Student:

(i) The entirepro-rated amount of the Course Fees enjoyed; and

#### (ii) 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
25% (LESS ADMINISTRATIVE FEE)	("Maximum Refund") More than 28days before the Course Commencement Date
10% (LESS ADMINISTRATIVE FEE)	Before, but not more than14 days before the Course Commencement Date
0%	After, but not more than 7day after before the Course Commencement Date

# 2.5 <u>Cooling-Off Period (NOT APPLICABLE FOR TEACHER TRAINING COURSES)</u>

The PEI shall provide the Student with a cooling-off period of 7 working days \_\_after signing/receiving this Agreement via email upon online registration. 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 shall have 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 Deferment of Course:

Deferment will be assessed on a case by case basis by the Principal. The Principal may refer application for deferment to the Academic Board. Deferment is only possible if all fees for the course is paid up. If the fees are partially paid, deferment is not possible and a withdrawal subject to the above clauses will be in place. In which case any reenrollment into the same or other future courses at the PEI will require full payment and undergo the full registration process. Forfeited fees will not be credited to future registrations. Deferment does not guarantee a vacancy in the nominated future course. This is subject to the nominated course running and availability on that course.

# 2.8 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

# 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 Berhad

**3.2** The PEI hereby undertakes to the Student that as stipulated under the FPS, the PEI shall collect fees in <u>equal</u> instalment amounts from the Student with each collection not exceeding the collection cap calculated according to the following formula\*:

(i) <u>EduTrust-certified PEI (12-month)</u>  $\frac{x}{z} \times 12 = ($ 

(ii) <u>Non-EduTrust-certified PEI (6-month)</u>  $^{Y}/_{Z} \times 6 = ($ \_\_\_\_\_)

(PEI is a member of the industry-wide course fee protection scheme under Enhanced Registration Framework)

(iii) Non-EduTrust-certified PEI (2-month)  $\frac{4}{2}x^2 = ($ 

(PEI is <u>not</u> 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 APPLICABLE]

A 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:

- (i) 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
- (ii) The Student shall pay the Course Fees directly into the Escrow Account on or before the dates specified in Schedule 2.1.
- **3.4**<sup>\*</sup> [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.tesol.edu.sg. The Master Insurance Agreement sets out, among other things, the events under which HongKong 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:

- (i) The cover under the Master Insurance Agreement shall be extended to the Student;
- (ii) The Student receives the certificate of insurance on the same day the Student pays the fee; and
- (iii) 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\*.

#### 4. MEDICAL INSURANCE SCHEME NOT APPLICABLE

# 4.1 <u>PEI's Undertaking to provide medical insurance coverage:</u>

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 tick 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)

#### 5. GOVERNING LAW AND DISPUTE RESOLUTION

# 5.1 <u>Governing Law:</u>

This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

#### 5.2 <u>Grievance Procedure:</u>

The PEI shall, within 1 working days 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) through 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 <u>Jurisdiction:</u>

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.

#### 6. INTERNATIONAL STUDENTS [NOT APPLICABLE]

- 6.1 <u>Student's Pass Application:</u> 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 <u>Student's Pass Not Transferable:</u> 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** <u>Withdrawing from the PEI:</u> 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.

# 7. CHANGE IN OWNERSHIP / MANAGEMENT

The PEI shall inform the Student in the event of any :

- (a) Change in ownership or shareholding structure of the PEI, and/or
- (b) 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.

#### 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.

#### 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:

- (i) 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
- (ii) 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.

#### 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.

#### 11. MISCELLANEOUS

- **11.1** <u>Indulgence, Waiver, etc.</u>: 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** <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.

- **11.3** <u>Severability of Provisions:</u> 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** <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 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 written consent of the Student shall be entitled to assign its rights and/or obligations under this Agreement without the prior written consent of the Student shall 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** <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.
- 11.6 <u>Medical Disclosure:</u> 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.
- 11.7 <u>Attendance and Assessment:</u> That all scheduled course sessions must be attended and the entire practical component to be completed to be eligible for certification.
- 11.8 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.

**<u>11.9 Borrowed Books and Materials</u>**: Financial responsibility for any books and materials borrowed by the Student is accepted, in the event of loss or damage.

**<u>11.10 Teachers/Trainers:</u>** ANY PEI courses may have different trainers/teachers and class sizes may vary.

**<u>11.11 Post Course (Teacher Training)</u>**: Upon successful completion of the course, PEI may provide access to employment opportunities through its network and Teacher's Job Portal and other teacher recruitment services. The PEI is not responsible for the actions, procedures or employment conditions and policies of any employer or agency advertising positions through the Teacher's Job Portal.

**<u>11.12 Marketing</u>**: 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.

**<u>11.13 Full Disclosure</u>**: 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.

<u>The Terms and Conditions</u>: In this Agreement are the terms and conditions that govern a Student's contract with 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.

# SCHEDULE 1 COURSE DETAILS

1) Course entry requirement(s)

#### 1.1 CELTA

- aged 18 and above
- have a standard of English which will enable you to teach at a range of levels.
- IELTS 7.0, PTE 80. You don't need to do IELTS or PTE. A final interview is mandatory for acceptance.

#### 1.2 Cert IV

- Aged 18 and above
- Upper intermediate English level/ IELTS 5.5 or PTE 45. A final interview is mandatory for acceptance

1.3 Pre Course Requirements

- Once accepted, the Pre Course Task is required to be completed. The answer key will be given and trainer/s may ask for evidence of completion. Not Mandatory but strongly recommended as it provides a good foundation.
- Certain textbooks are purchased. Please seek trainer/s advice before purchasing.

2) Course learning outcome(s)

#### 2.1 CELTA/CERT IV

Introductory course for candidates who have little or no previous English language teaching experience:

- subject knowledge and familiarity with the principles of effective teaching
- practical skills for teaching English to adult learners
- application of learning in a real teaching context

## 3) Module synopses

# 3.1 CELTA

- Learners and teachers, and the teaching and learning context
- Language analysis and awareness
- Language skills: reading, listening, speaking and writing
- Planning and resources for different contexts
- Developing teaching skills and professionalism.

#### 3.2 CERT IV

- Module 1: Model lessons, methodology and analysis (a)
- Module 2: Model lessons, methodology and analysis (b)
  Module 3: Teaching practice, feedback and further methodology input

# **Course Requirements for CERT IV or CELTA**

- Attendance is most important and is a reflection of student's commitment, professionalism and employability. Full attendance is required. A medical certificate must support absence due to medical reasons.
- The six hours Teaching Practice (TP) must be completed.
- The six hours observation of experienced teachers at PEI must be completed.
- All assignments must be completed satisfactorily. The standard of student's written English is very important and candidates may fail the course because of problems with written English.
- Student's final grade may be affected by punctuality, attendance and failure to work with others (fellow students, TP students and staff at PEI).
- The workload is heavy and student will need to organise time effectively. Late submission of written work is usually not permissible.
- It **is strongly recommended** that student prepare for this course, particularly to review grammar terms and terminology.

4) Course schedule with modules and/or subjects

4.1 CELTA 4 weeks or 8 weeks

4.2 Cert IV 12 weeks, 14 weeks or 16 weeks

Please see website <u>www.tesol.edu.sg</u> for the days and times.

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.

Scheduled holidays are between Christmas and New Year 25<sup>th</sup> December to 1<sup>st</sup> January inclusive.

6) Examination and/or other assessment period

6.1 CELTA

- 6 hours of teaching practice (lesson planning, classroom teaching and self-evaluation)
- 6 hours of teaching observation
- 4 written assignments (totalling 1500 words), and professional development.

• No final examination

# 6.2 CERT IV

- 6 hours of teaching practice
- 6 written assignments
- 6 hours of teaching observation

7) Expected examination results release date NOT APPLICABLE

# SCHEDULE 2 **BREAKDOWN OF COURSE FEES AND MISCELLANEOUS FEES**

# SCHEDULE 2.1 **COURSE FEES**

<b>Fees Breakdown</b> [shows the full breakdown of total payable course fees] <sup>@</sup>	Total Payable (S\$)
Course pre-requisites (if applicable)	None
Course fee	\$5,000 or \$3,500
Registration fee (\$50 Refundable is Student is not accepted)	\$100
Course material fee	All Materials FOC
FPS insurance/escrow fee	\$15
(A) Total Course Fees Payable^ <sup>#</sup> :	\$5,115
(B) No of Installments <sup>%</sup> :	4
(C) Installment Amount (C = <sup>A</sup> / <sub>B</sub> )	NA

<sup>®</sup> 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.

<sup>#</sup> The prevailing Good and Services Tax (GST) is excluded from the FPS. <sup>%</sup> Please refer to Clause 3.2 for the imposed collection cap.

	Payment by 4 Installments	
Instalment Schedule	Amount (S\$)	Date Due
1 <sup>st</sup> installment (Registration Fee) \$50 refundable if student is not accepted.	\$100	Before interview is conducted.
2 <sup>nd</sup> installment (Securing Fee) - Non Refundable	\$1,000	To secure a place on the course.
3 <sup>rd</sup> installment	\$1,500	14 working days after the Securing Fee is paid.
4 <sup>th</sup> installment	\$1,000 Cert IV or \$2,600 CELTA	20 working days before the commencement of the course.
(A) Total Course Fees Payable:		As Above

\* Please delete as appropriate.

# SCHEDULE 2.2 MISCELLANEOUS FEES<sup>1</sup>

Purpose of Fee	Amount (S\$) and When Payable
Photocopy Fee	First 500 copies free. 10c/copy thereafter.
Optional Dual Certification CELTA + Certificate IV in TESOL	\$1,498 1 <sup>st</sup> day of the course

# SCHEDULE 3 STUDENT'S RIGHTS TO CANCEL AGREEMENT

<sup>&</sup>lt;sup>1</sup> 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.

#### SCHEDULE 3.1

- 1. You, the Student, shall have the right to cancel this Agreement within <u>5</u> working days from signing the Agreement, or within <u>5</u> working days from the date this notice has been brought to your attention, whichever is the later (the "Cooling-Off Period"). If you registered online, it will be from the date of registration.
- 2. 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.
- 3. You have to write to the PEI to cancel the Agreement within the Cooling-off Period. You must use the form provided in Schedule 3.2. You may send such Notice of Cancellation by email to the following contacts, or leave a copy with the PEI administrative office with written acknowledgement from PEI staff.

PEI email address: tesol@heartpower.com.sg

PEI fax number:

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

- 4. 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
- 5. 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,	
[date in DD/MM/YYYY format] hereby ca	ancel the Student-PEI contract with CAMBRIDGE ENGLISH
ACADEMY PTE LTD CELTA/ CEF	RTIFICATE IV TESOL (circle one)
[reference num	ber or Course name, if any].
SIGNED by the Student SIGNED by the Student's parent or legal guardia 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 Name: Date:	Seal of PEI
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: