

**FORM 12
PRIVATE EDUCATION ACT
(No. 21 of 2009)**

PRIVATE EDUCATION REGULATIONS

ADVISORY NOTE TO STUDENTS

This note is for a prospective student.

You are strongly encouraged to thoroughly research on the private education institution (PEI) conducting the course before signing up for any course. You should consider, for example, the reputation of the PEI, the teacher-student ratio of its classes, the qualifications of the teaching staff, and the course materials provided by the PEI.

By signing and returning the Student Contract (the “Contract”), you agree to the terms and conditions which will bind you and the PEI, if you accept the PEI’s offer of a place in a course of study offered or provided by the PEI.

You should ask the PEI to allow you to read a copy of the Contract (with all blanks filled in and options selected) in both English and the official language of your home country, if necessary. For your own protection, you should review all the PEI’s policies, and check carefully that you agree to all the terms of the Contract, including the details relating to each of the following sections, before signing the Contract:

- a. The duration of the course, including holidays and examination schedules, and contact hours by days and week;
- b. The total fees payable, including course fees and other related costs;
- c. Dates when respective payments are due;
- d. The refund policy in the event of voluntary withdrawal (by you) or enforced dismissal from the course or programme (by PEI);
- e. The Fee Protection Scheme you are subscribed to and its coverage;
- f. The dispute resolution methods available; and
- g. Information about the PEI's policies on academic and disciplinary matters.

- h. The degree or diploma or qualification which will be awarded to you upon successful completion of the course.

If you have any doubt about the contents of the Contract, or if the terms are different from what the agent or the PEI have informed you previously, or advertised, you should always seek advice and/or clarifications before signing the Contract.

This portion below is to be completed by the signatory of the Student Contract, i.e. either the student, or if the student is below the age of 18, his parent or guardian.

I, _____, NRIC/Passport number _____,
(name of student/parent/guardian) (NRIC/passport no.)

have read and understood this advisory note before signing the Student Contract

for myself / my ward** (_____ (NRIC/passport) _____)
(name of ward)

with _____.
(name of PEI)

(signature of student or parent / guardian)

Date : _____

**Please delete whichever is inapplicable.*

PRIVATE EDUCATION INSTITUTION-STUDENT CONTRACT

This Contract binds both the Private Education Institution (PEI) and the Student once both parties sign this Contract. If the Student is under eighteen (18) years of age, the Student will be represented by the Parent/Legal Guardian.

This Contract is made between:

- (1) Registered Name of PEI : _____
 Registration Number : _____
- (2) Full Name of Student : _____
*(as in NRIC for Singapore Citizen (SC) and Permanent Resident (PR) / as in passport for international student)**
 NRIC Number (for SC/PR)* : _____
 Student's Pass Number (if available)/
 Passport Number (for international student)* : _____
- (3) Full Name of Parent/Legal Guardian*
 (if Student is under eighteen (18) years of age) : _____
 NRIC/Passport Number* : _____

* Delete as appropriate by striking through.

Where non-applicable, put "N.A.". Leave no fields blank.

State all dates in the format of DD/MM/YYYY.

1. COURSE INFORMATION AND FEES

- 1.1** The PEI will deliver the Course as set out in Schedule A to the Student, towards conferment of the stated qualification upon successful Course completion.
- 1.2** The PEI confirms that the Course has been permitted by the Committee for Private Education (CPE) and no amendments have been made to the Course as set out in Schedule A, unless otherwise permitted by CPE.
- 1.3** The Course Fees payable are set out in Schedule B and the optional Miscellaneous Fees in Schedule C.
- 1.4** The PEI considers payment made _____ days/month* after the scheduled due date(s) in Schedule B as late. The PEI will explain to the Student its policy for late payment of Course Fees, including any late payment fee charged in Schedule C (if applicable) and any impact on Course/module completion (if applicable).

2. REFUND POLICY

2.1 Refund for Withdrawal Due to Non-Delivery of Course:

The PEI will notify the Student within three (3) working days upon knowledge of any of the following:

- (i) It does not commence the Course on the Course Commencement Date;
- (ii) It terminates the Course before the Course Commencement Date;
- (iii) It does not complete the Course by the Course Completion Date;

- (iv) It terminates the Course before the Course Completion Date;
- (v) It has not ensured that the Student meets the course entry or matriculation requirement as set by the organisation stated in Schedule A within any stipulated timeline set by CPE; or
- (vi) The Student's Pass application is rejected by Immigration and Checkpoints Authority (ICA).

The Student should be informed in writing of alternative study arrangements (if any), and also be entitled to a refund of the entire Course Fees and Miscellaneous Fees already paid should the Student decide to withdraw, within seven (7) working days of the above notice.

2.2 Refund for Withdrawal Due to Other Reasons:

If the Student withdraws from the Course for any reason other than those stated in Clause 2.1, the PEI will, within seven (7) working days of receiving the Student's written notice of withdrawal, refund to the Student an amount based on the table in Schedule D.

2.3 Refund During Cooling-Off Period:

The PEI will provide the Student with a cooling-off period of seven (7) working days after the date that the Contract has been signed by both parties.

The Student will be refunded the highest percentage (stated in Schedule D) of the fees already paid if the Student submits a written notice of withdrawal to the PEI within the cooling-off period, regardless of whether the Student has started the course or not.

3. ADDITIONAL INFORMATION

- 3.1** The laws of Singapore will apply to how this Contract will be read and to the rights the parties have under this Contract.
- 3.2** If any part of this Contract is not valid for any reason under the law of Singapore, this will not affect any other part of this Contract.
- 3.3** If the Student and the PEI cannot settle a dispute using the way arranged by the PEI, the Student and the PEI may refer the dispute to the CPE Mediation-Arbitration Scheme (www.cpe.gov.sg).
- 3.4** All information given by the Student to the PEI will not be given by the PEI to anyone else, unless the Student signs in writing that he agrees or unless the PEI is allowed to give the information by law.
- 3.5** If there is any other agreement between the PEI and the Student that is different from the terms in this Contract, then the terms in this Contract will apply.
- 3.6** If the Student or the PEI does not exercise or delay exercising any right granted by this Contract, the Student and the PEI will still be able to exercise the same type of right under this Contract during the rest of the time the Contract continues.
- 3.7** If this Contract is also signed or translated in any language other than English and there is a difference from the English language copy of this Contract, the English language copy will apply.

SCHEDULE A
COURSE DETAILS

Note: The information provided below should be the same as that submitted to the CPE.

1) Course Title	
2) Course Duration (in months)	
3) Full-time or Part-time Course	
4) Course Commencement Date	
5) Course Completion Date	
6) Date of Commencement of Studies if later than Course Commencement Date <i>Note: "N.A." if both dates are the same</i>	
7) Qualification <i>(Name of award to be conferred on the Student upon successful Course completion)</i>	
8) Organisation which develops the Course	
9) Organisation which awards/ confers the qualification	
10) Course entry requirement(s)	
11) Course schedule with modules and/or subjects	
12) Scheduled holidays (public and school) and/or semester/term break for course	
13) Examination and/or other assessment period	
14) Expected examination results release date	
15) Expected award conferment date	

SCHEDULE B
COURSE FEES

Fees Breakdown	Total Payable (with GST, if any) (S\$)
<i>Note: show full breakdown of total payable course fees</i>	
Total Course Fees Payable:	
No of Instalments:	

INSTALMENT SCHEDULE

Instalment ¹ Schedule	Amount (with GST, if any) (S\$)	Date Due ²
1st instalment		
2nd instalment		
Etc.		
Total Course Fees Payable:		

1. Each instalment amount shall not exceed the following:
 - 12 months' worth of fees for EduTrust certified PEIs*; or
 - 6 months' worth of fees for non-EduTrust-certified PEIs with Industry-Wide Course Fee Insurance Scheme (IWC)*; or
 - 2 months' worth of fees for non-EduTrust-certified PEIs without IWC*.

** Delete as appropriate by striking through.*

2. Each instalment after the first shall be collected within one week before the next payment scheduled.

SCHEDULE C
MISCELLANEOUS FEES³

Purpose of Fee	Amount (with GST, if any) (S\$)
<i>Examples include late payment fees, replacement of student ID, re-taking examinations</i>	

3. Miscellaneous Fees refer to any non-compulsory fees which the students pay only when applicable. Such fees are normally collected by the PEI when the need arises

SCHEDULE D
REFUND TABLE

% of [the amount of fees paid under Schedules B and C]	If Student's written notice of withdrawal is received:
[•]	more than [•] days before the Course Commencement Date
[•]	before, but not more than [•] days before the Course Commencement Date
[•]	after, but not more than [•] days after the Course Commencement Date
[•]	more than [•] days after the Course Commencement Date

The parties hereby acknowledge and agree to the terms stated in this Contract.

SIGNED by the PEI

 Authorised 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:

Date: