

«TableEnd:StudContract»

1. DEFINITIONS

1.1 In the Contract, the following words and expressions shall have the following meanings:

“Cooling-Off Period”	Shall refer to the period of ten (10) calendar days commencing from and including the date of this Contract.
“Course”	Shall refer to the course described in Schedule A.
“Course Fee”	Shall refer to the compulsory fees to be charged by the PEI on account of the Student’s undertaking of the Course and as stated in Schedule B.
“Course Commencement Date”	Shall refer to the date of commencement of the Course as scheduled by the PEI and shall be as stated in Item 4 of Schedule A.
“Course Completion Date”	Shall refer to the date of completion of the Course as scheduled by the PEI, and shall be as stated in Item 5 of Schedule A.
“Developer/Proprietor”	Shall refer to the person who developed the Course, or who is the proprietor of the Course, as stated in Item 8 of Schedule A.
“ICA”	Shall have the meaning assigned to it in Clause 3.1(e).
“Miscellaneous Fees”	Shall refer to non-compulsory fees potentially chargeable by the PEI on account of, or arising from, the Student’s undertaking of the Course, and as described in Schedule C.
“Permitted Course Duration”	Shall refer to the permitted duration of the Course starting on and from the Course Commencement Date and ending on the Course Completion Date (both dates inclusive).
“Private Education Mediation-Arbitration Scheme”	Shall refer to the dispute resolution scheme under the <i>Private Education (Dispute Resolution Schemes) Regulations 2016</i> .
“Refund Event”	Shall have the meaning assigned to it in Clause 3.1.
“SSG”	Shall refer to the SkillsFuture Singapore Agency

Standard PEI-Student Contract Version 4.0 established pursuant to Section 3 of the *SkillsFuture Singapore Agency Act 2016*.

“Student Pass”

Shall be as described on www.ica.gov.sg or such other website which operates in lieu thereof.

2. COURSE INFORMATION AND FEES

2.1 The PEI shall provide the Course as set out in Schedule A to the Student. The PEI shall not make any change to any detail of the Course set out in Schedule A unless it has obtained the prior written consent of the Contracting Party and, where required under the *Private Education Act 2009* or the subsidiary legislation thereunder, the prior written consent of SSG.

For the avoidance of doubt, if it is stated in Schedule A that the Course includes industrial attachment, the PEI shall use reasonable endeavours to ensure that such industrial attachment is provided to the Student.

2.2 The PEI represents and warrants that:

- (a) The person stated in Item 8 of Schedule A is the Developer/Proprietor of the Course and that the PEI has obtained all necessary permissions, licenses and approvals for the provision of the Course to the Student.
- (b) It has obtained SSG’s permission to conduct the Course and that it has not made any such changes to the Course which would require it to re-apply to SSG for permission to conduct the Course.
- (c) The PEI has verified that the Student meets the Course entry requirements set out in Item 10 of Schedule A.
- (d) The information set out in Items 1 to 5 and 7 to 17 of Schedule A is correct, complete and not inconsistent with the details submitted to the SSG to obtain its permission to provide the Course.

2.3 PEI undertakes that the Student will be awarded or conferred the qualification stated in Item 7 of Schedule A by the organisation named in Item 9 of Schedule A upon the Student’s successful completion of the Course, and having met all the requirements of the award/qualification.

2.4 The parties agree that Schedule B and Schedule C set out all fees payable (potentially or otherwise) by the Contracting Party to the PEI for the Course or arising from the Student’s undertaking of the Course.

2.5 The Contracting Party shall pay the Course Fees in the amount and by the timelines as stated in the instalment schedule in Schedule B and the Miscellaneous Fees as per the timelines stated in each invoice for the Miscellaneous Fees issued by the PEI to the Contracting Party.

The PEI considers a payment made [7] days/month after the scheduled due date(s) in Schedule B for the Course Fees and [7] days/month after the scheduled due date(s) in the invoices for the Miscellaneous Fees as late. The PEI will explain to the Student its policy for the late payment of Course Fees and Miscellaneous Fees, and any impact on the Course/module completion (if applicable).

3. TERMINATION AND REFUND POLICY (Please refer to the diagram in Schedule E)

3.1 The PEI will notify the Student in writing within three (3) working days after becoming aware of any of the following (each a “**Refund Event**”):

- (a) It cannot commence the provision of the Course on the Course Commencement Date;
- (b) It cannot complete the provision of the Course by the Course Completion Date;
- (c) The Course will be terminated before the Course Completion Date;
- (d) The Student does not meet the course entry or matriculation requirements as stated in Schedule A; or
- (e) The Immigration & Checkpoints Authority of Singapore (the “**ICA**”) rejects the Student’s application for the Student Pass.

3.2 Where any of the Refund Events in Clause 3.1(a) to (c) above has occurred:

- (a) The PEI shall use reasonable efforts to make alternative study arrangements for the Student and shall propose such alternative study arrangements in writing to the Contracting Party, within ten (10) working days of informing the Contracting Party of the Refund Event.
- (b) If the Contracting Party accepts such alternative study arrangements, the PEI shall set forth such alternative study arrangements in a written contract and this Contract shall automatically terminate on the date that such new written contract comes into effect.
- (c) If the PEI does not propose alternative study arrangements to the Contracting Party within the time stipulated in Clause 3.2(a) above, or the Contracting Party does not accept such alternative study arrangements, the Contracting Party may forthwith terminate this Contract by way of a written notice to the PEI.

3.3 Where any of the Refund Events in Clauses 3.1(d) to (e) has occurred, the PEI shall forthwith terminate this Contract by way of a written notice to the Contracting Party.

3.4 If the Contract is terminated pursuant to Clause 3.2(b) read with Clause 3.1(a), the PEI shall refund all Course Fees and Miscellaneous Fees paid by the Contracting Party within seven (7) working days of the termination.

3.5 If the Contract is terminated pursuant to Clause 3.2(b) read with either Clause 3.1(b) or Clause 3.1(c), the PEI shall refund the Course Fees and Miscellaneous Fees in proportion to the uncompleted portion or duration of the Course, whichever is higher, to the Contracting Party within seven (7) working days of the termination.

3.6 If the Contract is terminated pursuant to Clause 3.3 or Clause 3.2(c) read with Clause 3.1(a), the PEI shall refund all Course Fees and Miscellaneous Fees paid by the Contracting Party within seven (7) working days of the termination.

3.7 If the Contract is terminated pursuant to Clause 3.2(c) read with either Clause 3.1(b) or Clause 3.1(c), the PEI shall refund the Course Fees and Miscellaneous Fees in proportion to the uncompleted portion or duration of the Course, whichever is higher, to the Contracting Party within seven (7) working days of the termination.

3.8 **Refund for Withdrawal During the Cooling-Off Period:**

Notwithstanding anything herein contained, the Contracting Party shall be entitled to, without any liability whatsoever to the PEI, forthwith terminate the Contract at any time within the Cooling-Off Period by way of a written notice to the PEI. The PEI shall return all Course Fees and Miscellaneous Fees paid to it within seven (7) working days of the receipt of the written notice.

3.9 Refund for Withdrawal Outside the Cooling-Off Period:

Without prejudice to Clauses 3.1 to 3.8 above, the Contracting Party may terminate the Contract at any time before the Course Completion Date by providing a written notice to the PEI. Upon receipt of such notice, the PEI shall within seven (7) working days, refund to the Contracting Party such amount (if any) as determined in accordance with Schedule D.

4. ADDITIONAL INFORMATION

- 4.1** This Contract shall be interpreted in accordance with the laws of Singapore. Subject to the *Private Education (Dispute Resolution Schemes) Regulations 2016*, the courts of Singapore shall have exclusive jurisdiction to settle any claim, dispute or disagreement arising out of or relating to this Contract.
- 4.2** If any provision of this Contract is adjudged to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Contract and shall not affect the validity, legality and enforceability of the remainder of this Contract.
- 4.3** The PEI shall treat all personal information provided by the Student or Contracting Party as strictly confidential and shall not disclose any such personal information to any third-party, unless it has obtained the prior written consent of the Contracting Party or such disclosure is required under the law.
- 4.4** This Contract contains the whole agreement between the parties in respect of its subject matter and supersedes all previous discussions, correspondences and understanding between the parties in respect of such subject matter.
- 4.5** In no event shall any delay, failure or omission on the part of either party in exercising any right, power, privilege, claim or remedy arising under or pursuant to this Contract constitute a waiver of that right, power, privilege, claim or remedy, unless expressly given in writing. No waiver of a breach of this Contract shall be deemed to be a waiver of any other or subsequent breach of this Contract.
- 4.6** If this Contract is also signed in or translated into any language other than English, the English language version shall prevail in the event of any inconsistency.
- 4.7** A person who is not a party to this Contract shall have no right under the *Contracts (Right of Third Parties) Act 2001* to enforce any of its terms.

«TableStart:StudContract»

SCHEDULE A

COURSE DETAILS

1) Course title	«Prog»
2) Permitted Course Duration (in months) <i>Note: This does not include the period of the industrial attachment, if any.</i>	«Duration»
3) Whether the Course is a full-time or part-time Course	«PartFullTime»
4) Course Commencement Date (DD/MM/YYYY)	«StartDateDDMMMYYYY»
5) Course Completion Date (DD/MM/YYYY)	«EndDateDDMMMYYYY»
6) Date of Commencement of studies if later than Course Commencement Date <i>Note: "N.A." if both dates are the same</i>	«EnrolSDate»
7) Qualification <i>(Name of qualification to be conferred on the Student upon the successful completion of the Course)</i>	«Qualification»
8) Developer/Proprietor of the Course	«ProgDevInstitute»
9) Organisation which awards/ confers the qualification	«Institute»
10) Course entry requirement(s)	«EntryReq»
11) Course schedule (with modules and/or subjects referred to) <i>Note: Attachment(s) may be included to show the information.</i>	«SchedulePeriod»
12) Scheduled holidays (public and school) and/or semester/term breaks relevant to the Course <i>Note: Attachment(s) may be included to show the information.</i>	«SemBreakPeriod»

13) Examination and/or other assessment and/or assignment period(s) <i>Note: Attachment(s) may be included to show the information.</i>	«ExamPeriod»
14) Expected final examination results release date (DD/MM/YYYY) <i>Note: The date shall not be more than three (3) months after the completion of the final examination, unless otherwise permitted by SSG.</i>	«ExamResultsDate»
15) Expected date of conferment of the qualification (DD/MM/YYYY)	«ExpAwardConfermentDateDesc»
16) Does the Course include any industrial attachment?	«IAOption»
17) Duration of the industrial attachment	«IADuration»

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SCHEDULE B

COURSE FEES

Fees Breakdown	Total Payable (with GST, if any) (S\$)
<i>Note: Show full breakdown of total payable course fees.</i> «TableStart:DTProgFee»«InvDesc»	«AmtWGSTDesc»«TableEnd:DTProgFee»
Total Course Fees Payable:	«TableStart:StudContract»«ProgFeeGTotAmtDescWGST»«TableEnd:StudContract»

INSTALMENT SCHEDULE

Instalment ¹ Schedule	Amount (with GST, if any) (S\$)	Date Due ²
«TableStart:DTInstallFee»«InvInstallDesc»	«InvAmtDescWGST»	«DueInstallDesc»«TableEnd:DTInstallFee»
Total Course Fees Payable:	«TableStart:StudContract»«ProgFeeGTotAmtDescWGST»«TableEnd:StudContract»	

1. Each instalment amount shall not exceed the following:

- 12 months' worth of Course Fees for EduTrust certified PEIs*; or
- 6 months' worth of Course Fees for non-EduTrust-certified PEIs with Industry-Wide Course Fee Insurance Scheme (IWC)*; or
- 2 months' worth of Course 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 FEES

Type and Purpose of Fees	Amount (with GST, if any) (S\$)
Intensive English Language Support Program	3,390
Math Support Program	3,390
Chinese Language Support Program	3,390
Mother Tongue Intensive Program (Japanese/Korean/French/Italian/Spanish)	3,390
Additional Academic Support for G7- G12 (Academic English / Cambridge(O/A/IGSE) / IELTS Exam Prep / Toefl/ HSK Prep /Academic Chinese / Math / Science)	6,590
Medical Insurance Fee (Annual)	120
PYP Tech	390
MYP/DP Tech	590
Field Trips PYP, MYP, DP	350
Learning Material_PYP	190
Musical Instrument Recorder Kalima	25
Meal	1,050 per semester / 2,100 per academic year
PYP/MYP/DP Uniform Set	430
English as a Second Language (ESL) Fee Applicable to selective students in Grade 1 to Grade 10 and non-refundable (on semester basis)	3,390 to 6,550
Re-marking of IB Assessment Papers IB	252 to 1,009
Career - Major Assessment Test	280
School Bus Transport Services	From 2,200 per year (Dependent on destination)
Co-Curricular Activity (CCAs, G1-G10)	500 to 1,500 per year
IB Results/ Diploma, MYP Results/ Certificate, School Report, Transcript, Certificate of Enrolment	15 to 252 (dependent on certificate type and postage/courier charges)
Yearbook	88
Re-issue of ID Card (Parents and Students)	50
Loss or damage of Locker Key or Library Book	25 to 101
Willful damage to Equipment or Property	101 to 5,047 (as assessed)
Parent-Teacher Association (PTA) Fee Collected on behalf of PTA; applicable to all students and non-refundable	50
IB Exam/TOK/CAS /EE for IB Diploma candidates	1,400 to 2,800
IELTS/ HSK/SASMO/ISA	100 to 550
Additional copies of transcript per semester (excludes postage) (First copy is provided free of charge to students) Letter of Certification (per academic year)	65
Annual Photo Package (4R photo and photo folder)	45
Photocopy (4A, colour, per piece) / (black & white)	1.50/ 1
CAS for DP students (local and overseas)	Up to 5,000 per trip per able prior to trip S\$ 930 to S\$ 1,200
MYP eAssessment	S\$ 165
PYP Internal Assessment/ Examination	S\$ 165
MYP Internal Assessment/ Examination	S\$ 165
Administration Fee (Course Application/ Transfer Course/ Refund Admin Fee/ MOE Application)	S\$ 545
Bank Service Charge for Telegraphic Transfer	S\$ 35
STP Visa Fee	S\$ 380
HPB Admin Fee (below 12 years old)	S\$ 350

Learning Support (LS)	Per Semester	Annual
Tier-1 LS	1,790	3,580
Tier-2 LS	3,790	7,580
Learning Support (LS)	Speech & Language Therapy (SLT)	
Assessment Fee	500	
10 session block (initial and/or subsequent session)	2,000	
5 session block (subsequent session)	1,000	

Notes:

1. The above list is subject to changes.
2. Kindly note that Miscellaneous Fees paid are non-refundable.
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.

SAMPLE

SCHEDULE D
REFUND POLICY

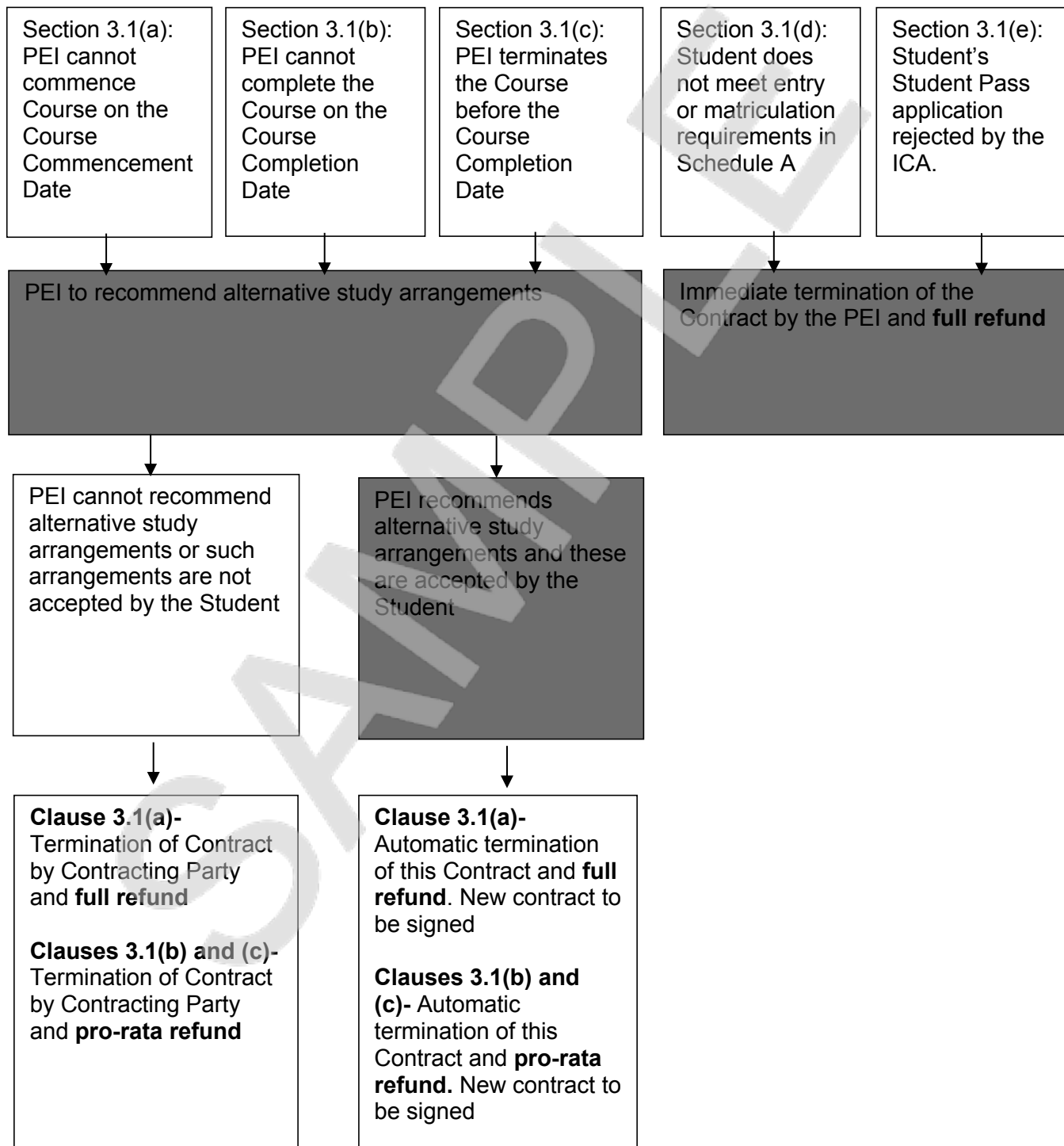
% of [the amount of Course Fees paid under Schedules B and C] (with the exception of Registration Fee and Enrolment Fee)	If the Contracting Party's written notice of withdrawal is received during:	
	Semester 1	Semester 2
75% Refund	Before 01 June	Before 01 November
25% Refund	Between 01 June and before commencement date of Semester 1	Between 01 November and before the commencement date of Semester 2
0% Refund	After the commencement date of Semester 1	After the commencement date of Semester 2

Note: Students must submit the student withdrawal form and clearance form as formal notice withdrawal to the school.

The Registration Fee and the Enrolment Fee are strictly non-refundable and non-transferable.

SCHEDULE E
SECTION 3

REFUND EVENTS



«TableStart:StudContract»

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

SIGNED by the PEI

Authorized Signatory of the PEI

Name:

Date:

SIGNED by the Contracting Party

Name of Contracting Party: «SignName»

Date:

«TableEnd:StudContract»

**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.

«TableStart:StudContract»

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, «TFullName», NRIC/Passport number «TNRIC»,
(*name of student/parent/guardian*) (NRIC/passport no.)

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

for myself/my child* («BFullName» (NRIC/Passport) «BNRIC» ,)
(*name of student*)

with HWA International School.
(*name of PEI*)

(*signature of student or parent / guardian*)

Date: _____

«TableEnd:StudContract»

**Please delete whichever is inapplicable.*