

## PRIVATE EDUCATION INSTITUTION-STUDENT CONTRACT

This contract ("**Contract**") is made BETWEEN:

- (1) Registered Name of Private Education Institution (PEI) : Academies Australasia  
: College Pte Ltd  
Registration Number : 200312175W  
(the "**PEI**")  
Registered Address : 45. Middle Road,  
: Singapore 188954

***(To be used if the Student is 18 and above years of age).***

Full Name of Contracting Party

*(The name has to be as per NRIC for Singapore Citizen (SC) and Permanent Resident (PR) and as in passport for foreigners.)*

: XXXXXX

- (2) NRIC/FIN/Passport Number

*(NRIC number is meant to be stated where the Contracting Party is an SC/PR. FIN/Passport Number is meant to be stated where the Contracting Party is not an SC/PR. Please delete as appropriate by striking through.)*

: XXXXXX

(the "**Contracting Party**")

OR

***(To be used if the Student is under 18 years of age).***

Full Name of Contracting Party (Parent/Legal Guardian)

*(The name has to be as per NRIC for Singapore Citizen (SC) and Permanent Resident (PR) and as in passport for foreigners.)*

: XXXXXX

- (2) NRIC/FIN/Passport Number

*(NRIC number is meant to be stated where the Contracting Party is an SC/PR. FIN/Passport Number is meant to be stated where the Contracting Party is not an SC/PR. Please delete as appropriate by striking through.)*

: XXXXXX

(the "**Contracting Party**") on behalf of

Full Name of Student

*(The name has to be as per NRIC for Singapore Citizen (SC) and Permanent Resident (PR) and as in passport for foreigners.)*

: XXXXXX

NRIC/FIN/Passport Number

*(NRIC number is meant to be stated where the Student is an SC/PR. FIN/Passport Number is meant to be stated where the Student is not an SC/PR. Please delete as appropriate by striking through.)*

: XXXXXX

(the "**Student**")

## 1. DEFINITIONS

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

<b>“Cooling-Off Period”</b>	Shall refer to the period of ten (10) calendar days commencing from and including the date of this Contract.
<b>“Course”</b>	Shall refer to the course described in Schedule A.
<b>“Course Fee”</b>	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.
<b>“Course Commencement Date”</b>	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.
<b>“Course Completion Date”</b>	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.
<b>“Developer/Proprietor”</b>	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.
<b>“ICA”</b>	Shall have the meaning assigned to it in Clause 3.1(e).
<b>“Miscellaneous Fees”</b>	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.
<b>“Permitted Course Duration”</b>	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).
<b>“Private Education Mediation-Arbitration Scheme”</b>	Shall refer to the dispute resolution scheme under the <i>Private Education (Dispute Resolution Schemes) Regulations 2016</i> .
<b>“Refund Event”</b>	Shall have the meaning assigned to it in Clause 3.1.
<b>“SSG”</b>	Shall refer to the SkillsFuture Singapore Agency established pursuant to Section 3 of the <i>SkillsFuture Singapore Agency Act 2016</i> .
<b>“Student Pass”</b>	Shall be as described on <a href="http://www.ica.gov.sg">www.ica.gov.sg</a> 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 after the scheduled due date(s) in Schedule B for the Course Fees and 7 days 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.
- 4.8** The Industrial Attachment (if any) is an integral module of the programme. However, suppose a student is unable to participate in the Industrial Attachment module due to circumstances beyond the control of the Student or the College, like non-approval of the Training Work Permit by the Ministry of Manpower or unable to secure an intern placement due to unavailability of vacancies, the Student will be required to complete a Research-Based Project with the submission of a report to be considered for graduation for the course. While AAC will make its best efforts to secure Industrial Attachment for the students, it does not guarantee that it will be able to secure one for every student.

- 4.9** AAC hereby confirms and undertakes to the Student that it has in place a Fee Protection Scheme as stipulated by the Committee for Private Education (CPE) (the “FPS”) by way of Group Fee Protection Scheme from Lonpac Insurance Bhd for all the tuition fee paid to the college
- 4.10** This contract supersedes all the other contracts signed earlier for the same course (if any)

**SCHEDULE A**  
**COURSE DETAILS**

1) Course title	XXXXXX
2) Permitted Course Duration (in months)  <i>Note: This does not include the period of the industrial attachment, if any.</i>	XX
3) Whether the Course is a full-time or part-time Course	XXXXXX
4) Course Commencement Date (DD/MM/YYYY)	XX/XX/202X
5) Course Completion Date (DD/MM/YYYY)	XX/XX/202X
6) Date of Commencement of studies if later than Course Commencement Date  <i>Note: "N.A." if both dates are the same</i>	XX
7) Qualification <i>(Name of qualification to be conferred on the Student upon the successful completion of the Course)</i>	XXXXXX
8) Developer/Proprietor of the Course	Academies Australasia College
9) Organisation which awards/confers the qualification	Academies Australasia College
10) Course entry requirement(s)	Age: Applicants must be of age XX and above.  Academic Requirements: ·  English Requirements:  Students without formal English qualification will be given a placement test to determine the level of proficiency.
11) Course schedule (with modules and/or subjects referred to)  <i>Note: Attachment(s) may be included to show the information.</i>	Please refer to Appendix B.  Make-up classes may be arranged on Saturdays or

	weekday evenings. Advance notice will be given to students in such cases.
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>	Please refer to Appendix A.
13) Examination and/or other assessment and/or assignment period(s)  <i>Note: Attachment(s) may be included to show the information.</i>	Continual assessments, dates are informed at the start of every module
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>	XXXXXX
15) Expected date of conferment of the qualification (DD/MM/YYYY)	XXXXXX
16) Does the Course include any industrial attachment?	XXXXXX
17) Duration of the industrial attachment	XXXXXX



**SCHEDULE B  
COURSE FEES**

Fees Breakdown	Total Payable (with GST, if any) (S\$)
<i>Note: Show full breakdown of total payable course fees.</i>	
<b>Total Course Fees Payable:</b>	

**INSTALMENT SCHEDULE**

Instalment <sup>1</sup> Schedule	Amount (with GST, if any) (S\$)	Date Due <sup>2</sup>
<b>Total Course Fees Payable:</b>		

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**<sup>3</sup>

Purpose of Fee	Amount (with GST, if any *, if any) (S\$)	
	Amount (S\$)	When Payable
Appeal Fee	54.50	Before appeal
Challenge Test	218.00	Before Test
Exam registration administrative fee for External Exam (e.g. IELTS, AEIS)	54.50	Before exam registration
External Exam Registration Fees	Prevailing fees indicated by external agency	Before exam registration
ICA student pass card fee (to ICA – No GST)	60.00-90.00	Upon collecting student pass
ICA student pass processing fee (to ICA – No GST)	30.00	Before application
Late payment fee	2% of the total amount payable	Upon occurrence
Letter of request (for visa) fee	54.50	Upon request
Reassessment fee	218.00	Before Test
Additional course materials/books	As advised by lecturer	Upon occurrence
Replacement of lost books (in-house) fee (per book)- O-level	32.70	Upon occurrence
Replacement of lost books(in-house) fee (per book)- GPC & Tertiary	21.80	Upon occurrence
Replacement of lost books fee (per book)- EFL/IELTS	54.50	Upon occurrence
Reprint of Certificate / Progress report fee	54.50	Upon request
Student pass card replacement administrative fee	54.50	Before request
Student pass fee (For amendment of Course Continuation/Transfer)	54.50	Before renewal/course transfer
School T-shirt	17.45	Upon request
School Jacket	54.50	Upon request
Exemption Fee (Dip / Adv Dip) per module	109.00	Before exemption request
Re-module fee (Dip / Adv Dip) per module	572.25	Before Commencement
Installment Admin Fee	436.00	Before the invoice due
Exemption Fee (top-up degree programs)	327.00	Per module

Change of payment plan	218.00	Upon occurrence
Re-module Fee (20 credits module, Top-up degree)	1526.00	Before Commencement
Re-module Fee (40 credits module, Top-up degree)	3270.00	Before Commencement
Course Re-registration fee	54.50	Before Commencement
Deferment fee	163.50	Upon submission of deferment application
Chrome Book/Tablet	320.00 or prevailing rate	When purchased from AAC

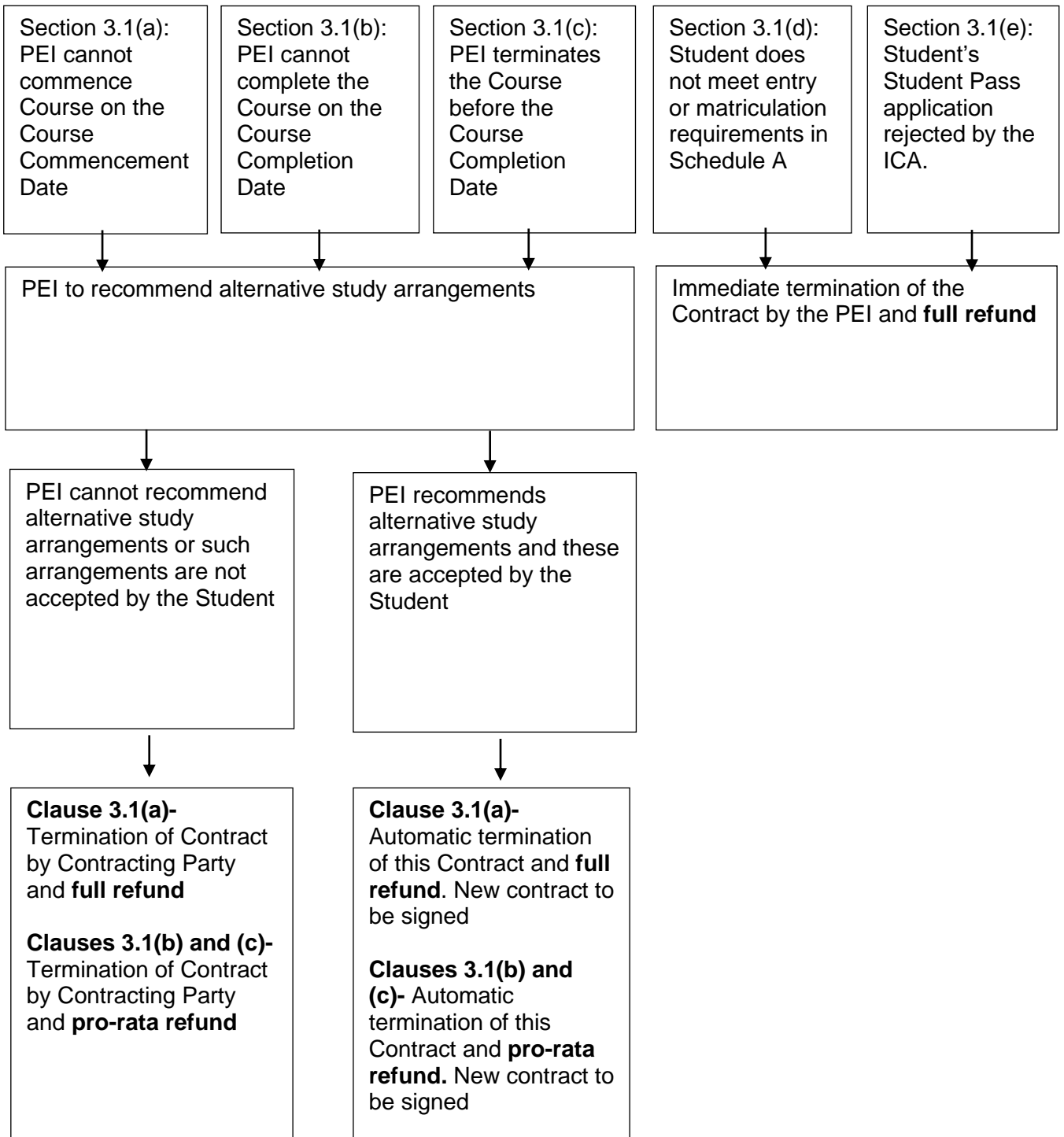
\* Subject to prevailing GST rates from time to time.

**SCHEDULE D**  
**REFUND POLICY**

% of [the amount of Course Fees and Miscellaneous Fees paid under Schedules B and C]	If the Contracting Party's written notice of withdrawal is received:
75	more than 20 working days before the Course Commencement Date
30	on or before, but not more than 20 working days before the Course Commencement Date
10	after, but not more than 2 working days after the Course Commencement Date
0	more than 2 working days after the Course Commencement Date

**SCHEDULE E**  
**SECTION 3**

**REFUND EVENTS**



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

SIGNED by the PEI

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Authorized Signatory of the PEI

Name:

Date: XX/XX/202X

SIGNED by the Contracting Party

SIGN HERE  
PLEASE! 

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Name of Contracting Party: XXXXXX

Date: XX/XX/202X