
Dated: _____

STANDARD STUDENT CONTRACT

BETWEEN

NURTURE LANGUAGE SCHOOL

AND

STUDENT

(INTERNATIONAL)

NAME OF STUDENT

()

**Standard Student Contract Between
Nurture Language School and Student (International)**

This contract is dated _____ (dd/mm/yyyy) and made between:

- (1) Full Name of Private Education Organisation (“PEO”) : Nurture Language School
ACRA Registration Number : 200817996K
MOE Registration Number : MOE Registration Number 3126
Case Trust for Education No. (where applicable) : _____
Address : 80 Marine Parade Road
#19-09 Parkway Parade
Singapore 449269
- (2) Full Name of student (as in Passport) (“Student”)** : _____
Passport/FIN Number* : _____
Nationality : _____
Address (Overseas Residence) : _____
Address (Singapore Residence) : _____
- (3) Full Name of Parent/Guardian* (if Student is under 18 years of age) : _____
NRIC/Passport Number* : _____
Occupation : _____
Address : _____
Telephone Number : _____

References to “**Student**” in this Agreement shall be deemed to include references to the student’s parent or guardian, as the case maybe.

1. COURSE INFORMATION, ENTRY REQUIREMENT, FEES, AND SECURITY DEPOSIT

1.1. Name of Course:

Course applied for: Preparatory Course for AEIS (Admission to government school)
The Course and its contents have~~not~~^{have not}* been registered with the Ministry of Education and other relevant authorities.

1.2. Date of Commencement and Completion:

Date of commencement of the Preparatory Course
("Commencement Date") : _____
Date of completion of the Preparatory Course
("Completion Date") : _____

1.3. Entry Requirements:

The entry requirement(s) for the Course is/are as set out in Schedule 1 and Nurture Language School hereby confirms that it will verified that the Student has met such entry requirements

1.4. Type of Qualification:

Name of certificate/diploma/degree* to be conferred
on the Student upon successful completion of the Course : **Certificate of attendance**

1.5. Organisation Awarding/Conferring Qualifications

: **Nurture Language School**

1.6. Student Arrival:

Latest date on which Student has to commence
residence in Singapore : _____

1.7. 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.

1.8. Payment of Security Deposit: NOT APPLICABLE

1.9. Return of Security Deposit: NOT APPLICABLE

1.10. Additional Fees:

In addition to the Course Fees and the Security Deposit, the additional fees set out in **Schedule 2.2** may be payable by the Student (the "**Additional Fees**").

1.11. Payment of Course Fees, Security Deposit and Additional Fees:

The Tuition Fees set out in Schedule 2.1 shall be paid on or before the dates specified therein:
(i) in the manner set out in Clause 3.2 (Student Tuition Fee Account (Escrow) pursuant to Clause 3.

All other fees payable (being the **Non-Tuition Fees** set out in Schedule 2.1 and any Additional Fees set out in Schedule 2.2) shall be paid to Nurture Language School on or before the dates specified in Schedules 2.1 and 2.2, and Clause 1.7, respectively.

1.12. Issue of Receipts:

For every payment made by the Student to Nurture Language School, Nurture Language School shall issue a receipt to the Student stipulating

- (i) the amount paid
 - (ii) the date of payment
 - (iii) the purpose of such payment
- (with a proper breakdown of the payment amount where applicable).

2. REFUND POLICIES

2.1. Withdrawal for Cause:

The Student shall be entitled to immediately withdraw from the Course by giving written notice to the Nurture Language School of his/her intention to do so under the following circumstances:

- (i) Nurture Language School fails, for any reason, to commence the Course on the commencement Date;
- (ii) Nurture Language School fails, for any reason, to complete the Course by the Completion Date;
- (iii) Nurture Language School terminates the Course for any reason prior to the completion of the Course; or
- (iv) Nurture Language School is in material breach of its obligations under this Agreement.

2.2. Refunds for Withdrawal for Cause:

Nurture Language School shall, as soon as practicable after receiving the Student's notice of withdrawal under Clause 2.1 (and in any event no more than [fourteen (14)] days after receiving such notice) refund to the Student:

- (i) The entire amount of the Tuition Fees and Security Deposit; and
- (ii) The Non-Tuition Fees and/or Additional Fees*

less any applicable bank administrative charges properly payable/paid under Clause 3.

2.3. Withdrawal Without Cause and Refunds:

Where the Student withdraws from the course for any reason other than those set out in Clause 2.1, Nurture Language School shall, subject to Clause 3.3, as soon as practicable after receiving the Student's written notice of withdrawal (and in any event no more than [fourteen(14)] working days after receiving such notice) refund to the Student the sum of :

% of (the aggregate amount of the Tuition Fees and Additional Fees paid)	If Student's written notice of withdrawal is received
100%	More than 30 days before the Commencement Date
50%	Before, but not more than 30 days before the Commencement Date
20%	After, but not more than 14 days after the Commencement Date
0%	More than 14 days after the Commencement Date

less any applicable bank administrative charges properly payable/paid under Clause 3.

2.4. Deemed Withdrawal:

A Student who transfers from the Course to another course with Nurture Language School shall, for the purposes of this Clause 2, be deemed to have withdrawn from the Course and the provisions of Clause 2.3 shall apply save as otherwise agreed between Nurture Language School and the Student.

3. STUDENT PROTECTION SCHEME

3.1. Nurture Language School's Undertaking to have SPS:

The PEO hereby confirms and undertakes to the Student that it has in place a Student Protection Scheme as stipulated by the Consumers Association of Singapore (CASE) (the "SPS") by way of a Student Tuition Fee Account (ESCROW) pursuant to the terms and conditions of the CASE-PEO Agreement dated 9 December 2009 made between CASE and the PEO or by acceding to any Fee Protection Scheme provided by the Pro-tem Council for Private Education (and its successor), Ministry of Education

3.2. *[Where SPS is in the form of a Student Tuition Fee Account (Escrow)]:*

A copy of the master escrow agreement dated 09 September 2004 between CASE, DBS Bank Ltd, The HongKong and Shanghai Banking Corporation Limited (the “Master Escrow Agreement”) entered into by Nurture Language School [is available on the Nurture Language School’s website at www.nurture.edu.sg]. The Master Escrow Agreement sets out, *inter alia*, the details upon which Nurture Language School shall establish an escrow account with DBS Bank Ltd (the “**Escrow Account**” with the “**Escrow Bank**”) for the purposes of receiving payment of the Student’s Tuition Fees and the circumstances in which the amounts in the Escrow Account shall be payable Nurture Language School and/or the Student.

[The student acknowledges that he/she has read and has understood the terms of the Master Escrow Agreement.]

Nurture Language School 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 7 days of the date of this Agreement and deliver a copy of the same to the Escrow Bank within three (3) business days of it being so executed;
- (ii) Nurture Language School shall issue payment vouchers, not less than [thirty (30)] days prior to the Commencement Date, to the Student in accordance with the terms of the Master with any payment made under Clause 3.2 (iii) below; and
- (iii) The Student shall pay the Tuition Fees directly into the Escrow Account on or before the dates specified in Schedule 2.1.

3.2.1 Should the PEO make use of the services of the banks under any Fee Protection Scheme for its Escrow account, the PEO and the student agree to comply with the requirements and procedures set up under the said any Fee Protection Scheme provided by the Pro-tem Council for Private Education (and its successor), Ministry of Education.

3.3. *[Where SPS is in the form a Student Tuition Fee Insurance]:*
Not Applicable

3.4. **No Double Claim:**

For the avoidance of doubt, if the Student and/or his/her parent/guardian receives any payment from Nurture Language School or DBS Bank Ltd Insurance Co-operative Limited* pursuant to a provision of this Agreement or the Master Escrow Agreement in respect of any matter or damage, then the Student and his/her parent/guardian shall not be entitled to claim against Nurture Language School or DBS Bank Ltd 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. GOVERNING LAW AND DISPUTE RESOLUTION

4.1. Governing Law:

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

4.2. Grievance Procedure:

Nurture Language School shall, within 7 working days of this Agreement and in any event no later than the 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 Nurture Language School.

4.3. Third Party Mediation:

In the event that the Student and Nurture Language School are unable to resolve a dispute in accordance with the grievance procedure referred to in Clause 4.2, the Student and Nurture Language School shall refer the dispute to the Case Mediation Centre for mediation prior to instituting any legal action or proceedings. The Student and Nurture Language School hereby agree to such guidelines as the Case Mediation Centre may prescribe for the purpose of resolving their dispute.

4.4. 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 case Mediation Centre and that, accordingly, any legal action or proceedings 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.

5. INTERNATIONAL STUDENTS

5.1. Student's Pass Application:

Nurture Language School undertakes to use best efforts to assist the Student if he/she requires a Student's Pass from the Immigration & Check points Authority (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.

5.2. Student's Pass Not Transferable:

The Student's pass issued under Clause 5.1 is not transferable and will expire upon the Student ceasing to be a student of Nurture Language School. Nurture Language School is under obligation to inform the ICA of the Student's withdrawal from, or completion of his/her course of study at Nurture Language School, and the Student shall deliver to Nurture Language School, within 7 days of the student ceasing to be a student of Nurture Language School, the passport and Student's Pass of the Student for cancellation of the Student's Pass.

5.3. Withdrawing from Nurture Language School:

A student who withdraws from Nurture Language School to enroll with another school shall be deemed to have withdrawn from Nurture Language School under clause 5.2 and the provisions of Clause 5.2 shall apply.

6. CONFIDENTIALITY

Nurture Language School is committed to maintaining the confidentiality of the Student's personal information and undertakes not to divulge any of the Student's personal information to any unauthorized third party without the prior written consent of the Student.

7. 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 PEO is declared to be insolvent and/or a winding-up order made or bankruptcy issued by the Singapore court against the PEO (or, any partner of the PEO if the PEO is a partnership);

and

(ii) the relevant authority(ies) issue(s) an order to cease and/or terminate the operations of the PEO, or the happening of anything of a similar nature under the laws of Singapore.

8. 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 entered into between Nurture Language School and the Student, 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.

9. MISCELLANEOUS

9.1 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.

9.2 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.

9.3 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.

9.4 Third Party Rights:

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or any other laws in any jurisdiction to enforce any term of this Agreement.

9.5 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 Nurture Language School 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.

9.6 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.

SCHEDULE 1
Entry Requirements for the Course

Nurture Language School
Pre-requisites of the Preparatory Course for Enrolment into
Government Primary & Secondary School

- To enroll in our preparatory courses, foreign students must have completed in their home country the current standard that they wish to study in Singapore
- They have to sit for a **English Placement Test** to ascertain their level of competence.
- For students who wish to enter Singapore government primary and secondary schools, their age must fall within the age requirements stipulated by MOE. Please see the permissible age range as at 1st January:

Level	Permissible Age Range as at 1 st January of Year of Admission
Primary 1	6 to 8+
Primary 2	7 to 9+
Primary 3	8 to 10+
Primary 4	9 to 11+
Primary 5	10 to 12+
Primary 6	No direct admission is allowed at this level
Secondary 1	12 to 14+
Secondary 2	13 to 15+
Secondary 3	14 to 16+
Secondary 4	No direct admission is allowed to these 2 levels.
Secondary 5	

***Note:**

The above age concession is given only on first admission. A foreign student who is admitted under the “Above Age” category is required to leave school if he / she fails to be promoted to the next level. He / she will not be allowed to repeat in any of the government schools.

Similarly, a foreign student would not be allowed to repeat a level if, by repeating that level, he / she would now be “Above Age” for that level.

**SCHEDULE 2.1
BREAK DOWN OF COURSE FEES AND ADDITIONAL FEES**

COURSE FEES		
A. Non-Tuition Fees		
Payment Items	Amount (SGD \$)	Details
Registration & Administrative Fee	500.00	Payable on Application and Non-Refundable
Student Pass (SP) Application & Collection	200.00	Only for SP Application fees payable to ICA – does not include any security deposit that might be required by Immigration
Books and Materials Fee	250.00	Textbooks and workbooks
School Attire	50.00	Three sets provided
Total Non-Tuition Fees.....	<u>1,000.00</u>	
B. Tuition Fees		
Payment Items	Amount (SGD \$)	Details
One-Semester (24 weeks)	5,500.00	Payable to the School's DBS Escrow Account
Total Tuition Fees.....	<u>5,500.00</u>	
Total Course Fees (A. Non-Tuition Fees + B. Tuition Fees): <u>SGD \$6,500.00</u>		

**The above fees are correct as at time of publish. The School reserves the right to revise the Course Fees whenever applicable. Please consult our Student Counsellors for any updates on the Course Fees.*

Schedule 2.2
Additional Fees and Security Deposit

Not Applicable

TERMS & CONDITIONS

1. All fees stated are for one semester. Each semester consists of 24 weeks in total.
2. The registration fee of S\$500 must be paid in full to “Nurture Language School” upon registration and is non-refundable.
3. All fees must be paid in full before the commencement of the course.
4. The Registration Fee includes the following services:
 - Admission of Student Protection Scheme (SPS)
 - Student Pass submission / collection
5. After the acceptance of student by Nurture Language School, the school will issue a Letter of Offer to the student
6. Each academic semester consists of 24 weeks. Lessons (English & Maths) are conducted from Monday to Friday, from 9am to 4pm.
7. What the above course fees (Schedule 2.1) **do not** include:

(i) Bank Charges

There are bank charges for remitting payments through Telegraphic Transfer (TT), charged by both the Student’s (remitting) bank and the School’s (receiving) bank. For students paying by TT, please inform your bank that you will bear all bank charges, including the School’s (Beneficiary) bank charges.

(ii) Examination Fees for MOE Admissions Exercise for International Students (AEIS)

The examination fees for the AEIS is payable upon registration, directly to MOE, usually in July/August. As a reference, the fees charged by MOE was SGD \$620.00 in 2008 and 2009.

(iii) Qualifying Test Fees

Where the Student chooses to take the MOE Admissions Exercise for International Students (AEIS) and is successfully placed in a government school, he/she is not required to take the QT.

However, if the Student chooses to approach individual schools directly for admission, the Student may be required to sit for the school’s own admission exam. In addition, the Student is required to take the QT.

The Qualifying Test (QT) is administered by the Ministry of Education (MOE) to assess the student’s reasoning abilities and will take about 1.5 hours. Please see MOE’s website at <http://www.moe.edu.sg> to find out more about QT.

(iv) Medical Examination

A medical examination is only required if requested by the Immigration and Checkpoints Authority (ICA) for the processing of the Student Pass.

(v) Medical Insurance

The School will assist the Student with obtaining a suitable medical insurance coverage based on his/her needs.

(vi) Living Expenses

Living expenses such as accommodation, transport & food are the sole responsibilities of the Student and are not included in the Course Fees. Please refer to the section on Studying in Singapore for a guideline on living expenses.

(vii) Security Deposit Requirement by ICA

On a case-by-case basis, the Immigration and Checkpoints Authority (ICA) may require students from the following countries to furnish a security deposit.

Security Deposit Requirements:

Countries	Security Deposit Amount
Bangladesh Myanmar India The People's Republic of China	SGD \$5,000
Thailand Indonesia Philippines	SGD \$1,000
All other countries excluding those above	SGD \$1,500

Applicants are not required to furnish a Security Deposit if they are

- Nationals from Malaysia and Brunei;
- Holders of valid Dependant's Pass, long term Visit Pass and work pass;
- Children/Spouse of Singapore Citizens/Permanent Residents;
- Below 16 years old at the point of application.

The Security Deposit with ICA can be in the form of a Cashier's Order or a Banker's Guarantee from an established bank in Singapore and is refundable to the student upon the completion of the course.

(viii) Renewal of Student Pass

The Student Pass issued by ICA is for the duration of the Course that the Student is enrolled in. Upon the completion of the Course, if the Student requires a renewal of the Student Pass to pursue another course with the School or to extend another semester of the same course, a subsequent administration fee of S\$200.00 for Student Pass renewal/collection is applicable.

SIGNED by Nurture Language School Pte Ltd

Authorized Signatory of **Nurture Language School Pte Ltd**

Name:

Date:

SIGNED by the student

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

Name of Student

Name of Parent or Guardian

.....
Occupation

.....
Address

Name & Signature of Witness:

.....
Occupation

.....
Address