PRIVATE EDUCATION INSTITUTION-STUDENT CONTRACT

(1) Registered Name of Private Education Institution (PEI) TLS ACADEMY Registration Number 200904715E Registered Address 10 Winstedt Rd, Block A, #02-04, S227977 (To be used if the Student is 18 and above years of age). Full Name of Contracting Party (2) (The name has to be as per NRIC for Singapore Citizen (SC) and Permanent Resident (PR) and as in passport for foreigners.) 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.) (the "Contracting Party") OR (To be used if the Student is under 18 years of (2) 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.) NRIC/FIN/Passport Number (NRIC number is meant to be stated where the Contracting Party is an

Permanent Resident (PR) and as in passport for foreigners.) NRIC/FIN/Passport Number

Full Name of Student

(the "Contracting Party") on behalf of

This contract ("Contract") is made BETWEEN:

(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.)

(The name has to be as per NRIC for Singapore Citizen (SC) and

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.)

(the "Student")

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 *Private Education (Dispute Resolution*

Schemes) Regulations 2016.

"Refund Event" Shall have the meaning assigned to it in Clause

3.1.

"SSG" Shall refer to the SkillsFuture Singapore Agency

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 1 days/month after the scheduled due date(s) in Schedule B for the Course Fees and 1 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)

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.

SCHEDULE A COURSE DETAILS

1)	Course title	American High School Diploma – School of Tomorrow Curriculum Grade ???
2)	Permitted Course Duration (in months)	12 Months
	e: This does not include the period of the strial attachment, if any.	
3)	Whether the Course is a full-time or part-time Course	Full-time
4)	Course Commencement Date (DD/MM/YYYY)	???
5)	Course Completion Date (DD/MM/YYYY)	???
6)	Date of Commencement of studies if later than Course Commencement Date	NA
Note	e: "N.A." if both dates are the same	
7)	Qualification (Name of qualification to be conferred on the Student upon the successful completion of the Course)	School of Tomorrow Curriculum Grade ???
8)	Developer/Proprietor of the Course	School of Tomorrow
9)	Organisation which awards/ confers the qualification	TLS Academy
10)	Course entry requirement(s)	School of Tomorrow Curriculum Grade ??? or equivalent
11)	Course schedule (with modules and/or subjects referred to)	See Appendix F
	e: Attachment(s) may be included to show information.	
12)	Scheduled holidays (public and school) and/or semester/term breaks relevant to the Course	See TLS Academy website at https://tlsacademy.org or refer to Schedule G
	DIEAKS TELEVALIE TO THE COURSE	or refer to scriedule G
	e: Attachment(s) may be included to show information.	
13)	Examination and/or other assessment and/or assignment period(s)	Continual assessment throughout the course. Typically, upon completion of each Pace.

14) Expected final examination results release date (DD/MM/YYYY)	Continual assessment review will be made known within 2 weeks
15) Expected date of conferment of the qualification (DD/MM/YYYY)	End of the year of completion
16) Does the Course include any industrial attachment?	Yes/ No (delete as appropriate)
17) Duration of the industrial attachment	NA

SCHEDULE B COURSE FEES

Fees Breakdown	Total Payable (with GST, if any) (S\$)
Annual School Fee	12,000.00
Annual Material Fee	960.00
Annual FPS cost	196.20
Total Course Fee Payable	13,156.20

INSTALMENT SCHEDULE

Instalment ¹ Schedule	Amount (with GST, if any) (S\$)	Date Due²
1st installment	2,192.70	31 st Dec 2023
2nd installment	2,192.70	29 th Feb 2024
3rd installment	2,192.70	30 th Apr 2024
4th installment	2,192.70	30 th Jun 2024
5th installment	2,192.70	31 st Aug 2024
6th installment	2,192.70	31 st Oct 2024
Total Course Fee Payable:	13,156.20	

- 1. Each instalment amount <u>shall not exceed</u> 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*.

^{*-&}lt;del>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\$)
Registration Fee (applies first year students only)	S\$500.00
Enrolment Fee (applies first year students only)	S\$1,000.00
Drama Class (optional)	S\$30.00 per lesson
Learning Support (optional)	S\$1,000.00 per month
Other CCA (Co-Curricular Activities)	S\$10-S\$100
Field Trip (Local)	S\$10-S\$100
Field Trip (Overseas)	-
Late payment fee	S\$50.00
Diagnostic Test	S\$100.00
School T-Shirt	S\$50.00

- 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
- 4. Please arrange payment via Paynow, bank transfer or make cheque payable to the following:

Account Name: TLS Academy Pte Ltd

Bank Name: OCBC Bank Ltd Bank A/C: 613 878 115 001

UEN: 200904715E

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:	
[90]	more than [30] working days before the Course Commencement Date	
[50]	on or before, but not more than [30] working days before the Course Commencement Date	
[25] after, but not more than [7] working days after Course Commencement Date		
[0]	more than [7] working days after the Course Commencement Date	

SCHEDULE E SECTION 3

REFUND EVENTS

Section 3.1(a): Section 3.1(b): Section 3.1(c): Section 3.1(d): Section 3.1(e): PEI cannot PEI cannot PEI terminates Student does Student's commence complete the the Course not meet entry Student Pass Course on the Course on the before the or matriculation application Course rejected by the Course Course requirements in Commencement Completion Completion Date Schedule A ICA. Date Date PEI to recommend alternative study arrangements Immediate termination of the Contract by the PEI and full refund PEI cannot recommend PEI recommends alternative study alternative study arrangements or such arrangements and these arrangements are not are accepted by the accepted by the Student Student Clause 3.1(a)-Clause 3.1(a)-Termination of Contract Automatic termination by Contracting Party of this Contract and full and full refund refund. New contract to be signed Clauses 3.1(b) and (c)-Termination of Contract Clauses 3.1(b) and (c)by Contracting Party Automatic termination and pro-rata refund of this Contract and pro-rata refund. New contract to be signed

SCHEDULE F

COURSES

COURSES

For classification purposes, our program may be divided into "Courses" according to grade levels. However, due to the individualized nature of our curriculum, unlike conventional education systems, a student may be at different levels in different subjects, and may progressively change levels on a continuum throughout the school year. Thus these "Courses" (curriculum levels) and their subsidiary "Modules" (subjects) are not conducted separately but in unison.

- 1. American High School Diploma School of Tomorrow Curriculum Grade 1
- 2. American High School Diploma School of Tomorrow Curriculum Grade 2
- 3. American High School Diploma School of Tomorrow Curriculum Grade 3
- 4. American High School Diploma School of Tomorrow Curriculum Grade 4
- 5. American High School Diploma School of Tomorrow Curriculum Grade 5
- 6. American High School Diploma School of Tomorrow Curriculum Grade 6
- 7. American High School Diploma School of Tomorrow Curriculum Grade 7
- 8. American High School Diploma School of Tomorrow Curriculum Grade 8
- 9. American High School Diploma School of Tomorrow Curriculum Grade 9
- 10. American High School Diploma School of Tomorrow Curriculum Grade 10
- 11. American High School Diploma School of Tomorrow Curriculum Grade 11
- 12. American High School Diploma School of Tomorrow Curriculum Grade 12

SCHEDULE G SCHOOL TERMS AND HOLIDAYS CALENDAR

SCHOOL TERMS FOR 2024

	Semester 1
Term 1	Monday 8 January to Friday 8 March
Term 2	Monday 18 March to Friday 24 May

	Semester 2
Term 3	Monday 24 June to Thurs 30 August
Term 4	Monday 9 September to Friday 15 November

SCHOOL HOLIDAYS FOR 2024

	Semester 1
Between Terms 1 and 2	Saturday 9 March to Sunday 17 March
Between Semesters 1 and 2	Saturday 25 May to Sunday 23 June

	Semester 2
Between Terms 3 and 4	Saturday 1 September to Sunday 8 September
At the End of School Year	Saturday 16 November to Sunday 5 January

Public and other School Holidays for 2024

Holiday	Date
New Year's Day	Monday 1 January (the following Monday is a school holiday)
Chinese New Year	Saturday 10 February to Monday 12 February (the following Tuesday is a school holiday)
Good Friday	Friday 29 March
Hari Raya Puasa	Wednesday 10 April
Labour Day	Wednesday 1 May
Vesak Day	Wednesday 22 May
Hari Raya Haji	Monday 17 June
Youth Day	Sunday 30 June (the following Monday is a school holiday)
National Day	Friday 9 August
Teacher's Day	Friday 30 August
Deepavali	Thursday 31 October
Christmas Day	Wednesday 25 December

The parties hereby acknowledge and agree to the terms stated in this Contract.
SIGNED by the PEI
Authorised Signatory of the PEI Name: Rodney Chua Date:
SIGNED by the Contracting Party
Name of Contracting Party: Date: