

1. REFUND POLICY

1.1 Notification and Arrangement

school shall inform the Student immediately within three (3) working days if

- (i) It fails, for any reason, to commence the Course on the Course Commencement Date;
- (ii) It terminates the Course, for any reason, prior to the Course Commencement Date;
- (iii) It fails, for any reason, to complete the Course by the Course Completion Date;
- (iv) It terminates the Course, for any reason, prior to Course Completion Date; or
- (v) The Student's Pass application is rejected by Immigration and Checkpoint Authority (ICA).

The school shall, within seven (7) working days of notifying the Student in writing of above circumstances (i) to (iv), provide the Student with information and details of the alternative confirmed course arrangement to allow the Student to make timely and appropriate decision on the alternative arrangement.

1.2 Withdrawal for Cause:

Subject to Clause 9, the Student shall be entitled to immediately withdraw from the Course by giving written notice to the school of his/her intention to do so if the school is in breach of any of its obligations under this Agreement or fails to perform its obligation(s) under the circumstances in Clause 2.1 (i) to (iv).

1.3 Refunds for Withdrawal for Cause:

For circumstances under Clause 2.1, the school shall, within seven (7) working days after notifying the Student, refund to the Student:

- (i) The entire amount of the Course Fees; and
- (ii) The Miscellaneous Fees*.

The school shall also, as soon as practicable after receiving the Student's notice of withdrawal under Clause 2.2 (and in any event no later than seven (7) working days after receiving such notice) refund to the Student the amounts stated in this Clause 2.3.

% of [the aggregate amount of the fees paid under Clause 1.11 and 1.12]	If Student's written notice of withdrawal is received
100%	Not more than 7 days after payment and enrolment and before course commencement
0 %	On or after the Commencement Date

1.4 Change of Course:

A fresh school-Student Contract under this format shall be executed between the school and the Student for any change of Course, whether with the same school or otherwise.

2. GOVERNING LAW AND DISPUTE RESOLUTION

2.1 Governing Law:

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

2.2 Grievance Procedure:

The school shall, within [7] working days of this Agreement and in any event no later than the Course 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 the school.

2.3 Third Party Mediation:

In the event that the Student and the school are unable to resolve a dispute in accordance with the grievance procedure referred to in Clause 3.2, the Student and the school shall refer the dispute to the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) through the CPE Student Services Centre for mediation prior to instituting any legal action or proceedings. The Student and the school hereby agree to such procedures and to pay such fees as the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) may prescribe from time to time for the purpose of resolving their dispute.

2.4 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 Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) 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.

3. CONFIDENTIALITY

The school is committed to maintaining the confidentiality of all information provided by the student and undertakes not to divulge any of this information to any third party without the prior written consent of the Student.

4. 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 dispatch. For the avoidance of doubt, this Clause shall not apply to cases where:

- (i) The school is declared to be insolvent and/or a winding-up order made or bankruptcy issued by the Singapore court against the school (or, any partner of the school if the school is a partnership); and
- (ii) The relevant authority(ies) issue(s) an order to cease and/or terminate the operations of the school, or the happening of anything of a similar nature under the laws of Singapore.

