

MONSOON[®]
HAIR ACADEMY

ACRA Registration No: 200617127H

13/13A MOSQUE STREET, SINGAPORE 059493 TEL: +65 6222 4044 FAX: +65 6222 8280

Date: _____

STANDARD STUDENT CONTRACT

BETWEEN

MONSOON HAIR ACADEMY PTE LTD

AND

(student name)

**Standard Student Contract Between
Private Education Organisation and Student**

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

- (1) Full Name of Private Education Organisation : Monsoon Hair Academy Pte Ltd
("PEO") : _____
ACRA Registration Number (where applicable) : _____
CaseTrust for Education No. (where applicable) : _____
Address : 13 / 13A Mosque Street
Singapore 059493
- (2) Full Name of student (as in NRIC) ("Student")** : _____
NRIC : _____
Nationality : _____
Address (Singapore Residence) : _____
- (3) Full Name of Parent/Guardian* (if Student is under 21 years of age) : _____
NRIC/Passport Number* : _____
Nationality : _____
Occupation : _____
Address : _____
Telephone Number : _____

* Please delete as appropriate.

** References to "Student" in this Agreement shall be deemed to include references to the student's parent or guardian, as the case may be.

1. COURSE INFORMATION, ENTRY REQUIREMENTS AND FEES

1.1 Name of Course:

Course applied for (the "Course") : _____

Course will be recognised by NITEC upon Casetrust Accreditation : _____

1.2 Date of Commencement and Completion:

Date of commencement of the Course ("Commencement Date") : _____

Date of completion of the Course ("Completion Date") : _____

- 1.3 **Entry Requirements:** The entry requirement(s) for the Course is/are as set out in **Schedule 1** and the PEO hereby confirms that it has verified that the Student has met such entry requirements.
- 1.4 **Type of Qualification:** Name of certificate / diploma* to be conferred on the Student upon successful completion of the Course : _____
- 1.5 **Organisation Awarding/Conferring Qualification:** : Ministry of Education
- 1.6 **Student Arrival:** Latest date on which Student has to commence residence in Singapore
*(Applicable to foreign students) : _____
- 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 **Additional Fees:** In addition to the Course Fees, the additional fees set out in **Schedule 2.1** may be payable by the Student (the “**Additional Fees**”).
- 1.10 **Payment of Course Fees and Additional Fees:** The **Tuition Fees** set out in **Schedule 2.1** shall be paid on or before the dates specified therein:
(i) to the PEO if the PEO adopts a Student Tuition Fee Insurance pursuant to Clause 3
All other fees payable shall be paid to the PEO on or before the dates specified in **Schedules 2.1**.
- 1.11 **Issue of Receipts:** For every payment made by the Student to the PEO, the PEO shall issue a receipt to the Student stipulating (i) the amount paid, (ii) the date of payment, and (iii) the purpose of such payment (with a proper breakdown of the payment amount, where applicable).

2. REFUND POLICIES

- 2.1 **Withdrawal for Cause:** Subject to Clause 6, the Student shall be entitled to immediately withdraw from the Course by giving written notice to the PEO of his/her intention to do so under the following circumstances:
(i) the PEO fails, for any reason, to commence the Course on the Commencement Date;
(ii) the PEO fails, for any reason, to complete the Course by the Completion Date;
(iii) the PEO terminates the Course for any reason prior to the completion of the Course; or
(iv) the PEO is in material breach of its obligations under this Agreement.
- 2.2 **Refunds for Withdrawal for Cause:** The PEO 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 Deposit; and
(ii) the Non-Tuition Fees and/or Additional Fees*.
- 2.2 **Withdrawal Without Cause and Refunds:** Where the Student withdraws from the Course for any reason other than those set out in Clause 2.1 or Clause 6, the PEO shall, subject to Clause 3.4, 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 entire amount (100%) of the Deposit (less all such deductions which the PEO is entitled to make in accordance with Clause 1.8) together with the following sums (less any applicable bank administrative charges properly paid/payable under Clause 3):

% of [the aggregate amount of the Course Fees and Additional Fees paid under Clause 1.6 and 1.9]	If Student's written notice of withdrawal is received
	100%
80%	Before, but not more than 30 days before the Commencement Date
50%	After, but not more than 3 days after the Commencement Date
0%	More than 3 days after the Commencement Date

- 2.4 Deemed Withdrawal:** A Student who transfers from the Course to another course with the PEO 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 the PEO and the Student.

3. STUDENT PROTECTION SCHEME

3.1 PEO'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 Insurance pursuant to the terms and conditions of the CASE-PEO Agreement dated _____ made between CASE and the PEO.

- (i) This SPS is available to local students in the event they choose to opt into the SPS.

- (ii) Local students who want to **opt out** from the SPS must tick at this box

- (iii) Local students who want to **opt into** the SPS must tick only one appropriate box below:

Under Clause 3.2: SPS in the form of Student Tuition Fee Insurance

3.2 [Where SPS is in the form of a Student Tuition Fee Insurance]:

A copy of the master insurance policy dated [•] issued by [NTUC Income Insurance Co-operative Ltd] (the "**Master Insurance Policy**") taken up by the PEO for the purpose of insuring, among other things, the Student [is available on the PEO's website at [•].

The Master Insurance Policy sets out, among other things, the events under which NTUC Income Insurance Co-operative Ltd shall indemnify the Student for Tuition Fees paid to the PEO.

[The Student acknowledges that he/she has read and has understood the terms of the Master Insurance Policy and hereby agrees to the terms and conditions therein].

The PEO hereby undertakes to procure that the cover under the Master Insurance Policy shall be extended to the Student and the PEO shall, within [•] days of the date of this Agreement, deliver to the Student the certificate of student insurance.

- 3.3 **No Double Claim:** For the avoidance of doubt, if the Student and/or his/her parent/guardian receives any payment from the PEO or NTUC Income Insurance Co-operative Limited pursuant to a provision of this Agreement or the Master Insurance Policy in respect of any matter or damage, then the Student and his/her parent/guardian shall not be entitled to claim against the PEO or NTUC Income Insurance Co-operative Limited for the same payment in respect of the same matter or damage pursuant to any other provision of this Agreement or the Master Insurance Policy.

4. GOVERNING LAW AND DISPUTE RESOLUTION

- 4.1 **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.
- 4.2 **Grievance Procedure:** The PEO shall, within [•] 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 the PEO.
- 4.3 **Third Party Mediation:** In the event that the Student and the PEO are unable to resolve a dispute in accordance with the grievance procedure referred to in Clause 4.2, the Student and the PEO shall refer the dispute to the CASE Mediation Centre for mediation prior to instituting any legal action or proceedings. The Student and the PEO hereby agree to such procedures and to pay such fees as the CASE Mediation Centre may prescribe from time to time 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.

5. CONFIDENTIALITY

The PEO 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 third party without the prior written consent of the Student.

6. 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.

7. 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 (oral or written) entered into between the PEO and the Student either before or after the making of this Agreement, 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.

8. MISCELLANEOUS

- 8.1 **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.
- 8.2 **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.
- 8.3 **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.
- 8.4 **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.
- 8.5 **Successors and Assigns:** This Agreement shall be binding upon, and enure for the benefit of, the successors, personal representatives and permitted assigns of the parties PROVIDED THAT neither the PEO 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.
- 8.6 **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

- minimum 15 years old as at 1 Jan 2007
- Completed of Primary Six or equivalent

SCHEDULE 2

BREAKDOWN OF COURSE FEES AND ADDITIONAL FEES

Schedule 2.1

Fees

No.	Particulars	Course Fees		Additional Fees	
		Amount (\$S)	Date Due	Amount (\$S)	Date Due
	Registration Fee			0.00	
	Course Fee	0.00			
	Promotion Discount	0.00			
	<i>Course fees Structure:</i>				
	<i>1st Installment (50%)</i>	0.00			
	<i>2nd Installment (25%)</i>	0.00			
	<i>3rd Installment (25%)</i>	0.00			
	Actual Course Fee (100%)			0.00	
	Tool Kits			0.00	
	Nitec Exam Fee			0.00	
	City & Guilds Exam Fees			0.00	
	Student Pass Application Fee			0.00	
	Miscellaneous Fee			0.00	
Total Payment		\$0.00			

Note: There is no GST

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SIGNED by the PEO

Authorised Signatory of the PEO

Name: _____

Date : _____

SIGNED by the Student

Name of Student

SIGNED by the Student's parent or guardian (if
the student is under twenty one (21) years of
age)

Name of Parent or Guardian

.....
Occupation

.....
Address

Witness.....

Occupation

.....
Address