

Contract Reference Number: \_\_\_\_\_

**PRIVATE EDUCATION INSTITUTION-STUDENT CONTRACT**

This Contract binds both the Private Education Institution (PEI) and the Student once both parties sign this Contract. If the Student is under eighteen (18) years of age, the Student will be represented by the Parent/Legal Guardian.

This contract (“Contract”) is made BETWEEN:

(1) Registered Name of PEI : Brighton College (Singapore) (“BCS”)  
 Registration Number : 201904884D  
 Registered Address : 1 Chuan Lane, Singapore 554299

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

(2) Full Name of Student : NA  
*(as per NRIC for Singapore Citizen (SC) and Permanent Resident (PR) and as in passport for foreigners.)*  
 \_\_\_\_\_  
 NRIC/FIN/Passport Number : NA  
*(NRIC number for SC/PR; FIN/Passport Number for foreigners.)*  
 (the “Contracting Party”)  
 \_\_\_\_\_

OR

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

(2) Full Name of Parent/Legal Guardian : \_\_\_\_\_  
*(as per NRIC for SC/PR and as in passport for foreigners.)*  
 NRIC/FIN/Passport Number : \_\_\_\_\_  
*(NRIC number for SC/PR; FIN/Passport Number for foreigners.)*  
 (the “Contracting Party”) on behalf of \_\_\_\_\_  
 Full Name of Student : \_\_\_\_\_  
*(as per NRIC for SC/PR and as in passport for foreigners.)*  
 NRIC/FIN/Passport Number : \_\_\_\_\_  
*(NRIC number for SC/PR; FIN/Passport Number for foreigners.)*  
 (the “Student”) \_\_\_\_\_

Where non-applicable, state “N.A.”. Leave no fields blank. Please delete as appropriate by striking through.

**Student/Parent/Guardian Initial:** \_\_\_\_\_

## 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.

**Student/Parent/Guardian Initial:** \_\_\_\_\_

## **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 seven (7) days/month after the scheduled due date(s) in Schedule B for the Course Fees and seven (7) 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).

**Student/Parent/Guardian Initial:** \_\_\_\_\_

**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.

**Student/Parent/Guardian Initial:** \_\_\_\_\_

- 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.

**Student/Parent/Guardian Initial:** \_\_\_\_\_

- 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.

**Student/Parent/Guardian Initial:** \_\_\_\_\_

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

1) Course title	English National Curriculum Early Years Foundation Stage – Nursery
2) Permitted Course Duration (in months)  <i>Note: This does not include the period of the industrial attachment, if any.</i>	12 months
3) Whether the Course is a full-time or part-time Course	<p>Please tick {v} accordingly:</p> <p><input type="checkbox"/> Part-Time: 5 days per week (Half Day)</p> <p><input type="checkbox"/> Full-Time: 5 days per week (Full Day)</p> <p><i>For information, it is possible to change from part-time to full-time after the submission of the student contract. Please contact the Brighton College (Singapore) admissions team on <a href="mailto:admissions@brightoncollege.edu.sg">admissions@brightoncollege.edu.sg</a>.</i></p>
4) Course Commencement Date (DD/MM/YYYY)	26/08/2024
5) Course Completion Date (DD/MM/YYYY)	04/07/2025
6) Date of Commencement of studies if later than Course Commencement Date  <i>Note: "N.A." if both dates are the same</i>	
7) Qualification  <i>(Name of qualification to be conferred on the Student upon the successful completion of the Course)</i>	Not applicable.
8) Developer/Proprietor of the Course	Developed by Brighton College (Singapore) based on English National Curriculum – Early Years Foundation Stage Framework, Department for Education, United Kingdom
9) Organisation which awards/ confers the qualification	Brighton College (Singapore)

**Student/Parent/Guardian Initial:** \_\_\_\_\_

10) Course entry requirement(s)	Minimum entry requirement: 3 years old
11) Course schedule (with modules and/or subjects referred to)  <i>Note: Attachment(s) may be included to show the information.</i>	Course schedules are provided on the School's parent portal.
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>	<p>The BCS Academic Year runs from August to July and scheduled holidays are published on the School website.</p> <p>Please refer to the School website and newsletter for additional information on calendar events.</p> <p>Dates may change from time to time as determined by the School. Additional days may be added in the event that days are lost due to emergencies/inclement weather or other unforeseen events. Public holidays are advised by the Singapore Ministry of Manpower and are sometimes varied or confirmed throughout the year.</p>
13) Examination and/or other assessment and/or assignment period(s)  <i>Note: Attachment(s) may be included to show the information.</i>	Not applicable.
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>	Student observations are reported to parents during the Parent/Student/Teacher conferences at the end of each Term as stated in the relevant Academic Year calendar.
15) Expected date of conferment of the qualification (DD/MM/YYYY)	Not applicable.
16) Does the Course include any industrial attachment?	Yes/No (delete as appropriate)
17) Duration of the industrial attachment	Not applicable.

**Student/Parent/Guardian Initial:** \_\_\_\_\_



**SCHEDULE B**  
**COURSE FEES**

<b>Fees Breakdown</b> <b>Part-Time: 5 days per week (Half Day)</b>	<b>Total Payable</b> <b>(with GST, if any)</b> <b>(\$\$)</b>
Tuition Fee	21,963.00
Facility Fee*	3,633.00
<i>Note: Show full breakdown of total payable course fees.</i>	
<b>Total Course Fees Payable</b>	<b>25,596.00</b>
<b>Fees Breakdown</b> <b>Full-Time: 5 days per week (Full Day)</b>	<b>Total Payable</b> <b>(with GST, if any)</b> <b>(\$\$)</b>
Tuition Fee	33,402.00
Facility Fee*	3,633.00
<i>Note: Show full breakdown of total payable course fees.</i>	
<b>Total Course Fees Payable</b>	<b>37,035.00</b>

**Course Fees** comprises the Tuition Fee and the Facility Fee.

***Billing***

- \* The Facility Fee is payable termly, for all new and returning students and is payable along with the Tuition Fees.
- \*\* Settlement of payment of Course Fees must be by the due date in order for the Student to be eligible for continuing enrolment at the School.

**Course fees discounts**

Any promotion or discount that BCS may offer to children enrolled is not shown in the figures above (in Schedule B), however this will be displayed in your course fee invoices and addendum to the contract, as applicable.

**Student/Parent/Guardian Initial:** \_\_\_\_\_

**INSTALMENT SCHEDULE**

<b>Instalment<sup>1</sup> Schedule Part-Time: 5 days per week (Half Day)</b>	<b>Amount (with GST, if any) (S\$)</b>	<b>Date Due<sup>2</sup></b>
1st instalment	8,532.00	22May 2024 <sup>#</sup>
2nd instalment	8,532.00	2 September 2024
3rd instalment	8,532.00	31 January 2025
<b>Total Course Fees Payable:</b>	<b>25,596.00</b>	
<b>Instalment<sup>1</sup> Schedule Full-Time: 5 days per week (Full Day)</b>	<b>Amount (with GST, if any) (S\$)</b>	<b>Date Due<sup>2</sup></b>
1st instalment	12,345.00	22May 2024 <sup>#</sup>
2nd instalment	12,345.00	2 September 2024
3rd instalment	12,345.00	31 January 2025
<b>Total Course Fees Payable:</b>	<b>37,035.00</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.

<sup>#</sup> or such later date as may be specified in your fee invoice.

2. Each instalment after the first shall be collected within one week before the next payment scheduled.

**Student/Parent/Guardian Initial:** \_\_\_\_\_

**SCHEDULE C**  
**MISCELLANEOUS FEES**

Type and Purpose of Fees	Amount (with GST, if any) (\$\$)
Application Fee (paid once only, non-refundable and non-transferable in all circumstances)	1,050.00 Upon application <sup>2</sup>
Enrolment Fee (paid once only, non-refundable and non-transferable, except in limited circumstances)	3,874.00 Following acceptance of offer/placement.
Development Fund (paid once only, non-refundable and non-transferable, except in limited circumstances)	3,487.00 Following acceptance of offer/placement.
English Language Support (ELS) - Intermediate	2,616.00 per term
Examination Fee	0 – 2,000.00* Upon registration for examination
Field trips/excursions	0 – 2,000.00* Prior to activity commencement
Co-curricular Activities	5.00 – 2,000.00* Prior to activity commencement
Report Copy Fee	15.00* Prior to issuance of report
Uniforms	0 – 500.00* Upon purchase of uniform
Bank/Transfer Charges	20.00 – 30.00* Varies between banks
Convenience charge where payment of fees are made via credit card	2.5% of the fee amount payable
Replacement of lost or damaged items: ICT	Upon loss or replacement of item: 0 – 3,000.00*
Library book	0 – 200.00*
Student access / smart card	20.00
Family access card	20.00
Penalty for late fee payment	2.5% per month on any overdue amount as per the Course Fees Instalment Schedule

\* These figures are estimates only and notification will be made of the actual amount prior to payment.

<sup>1</sup> Miscellaneous Fees refer to any fees which the students pay only when applicable. Such fees are normally collected by the PEI when the need arises.

<sup>2</sup> Application Fee is payable before the School considers each application.

**Student/Parent/Guardian Initial:** \_\_\_\_\_

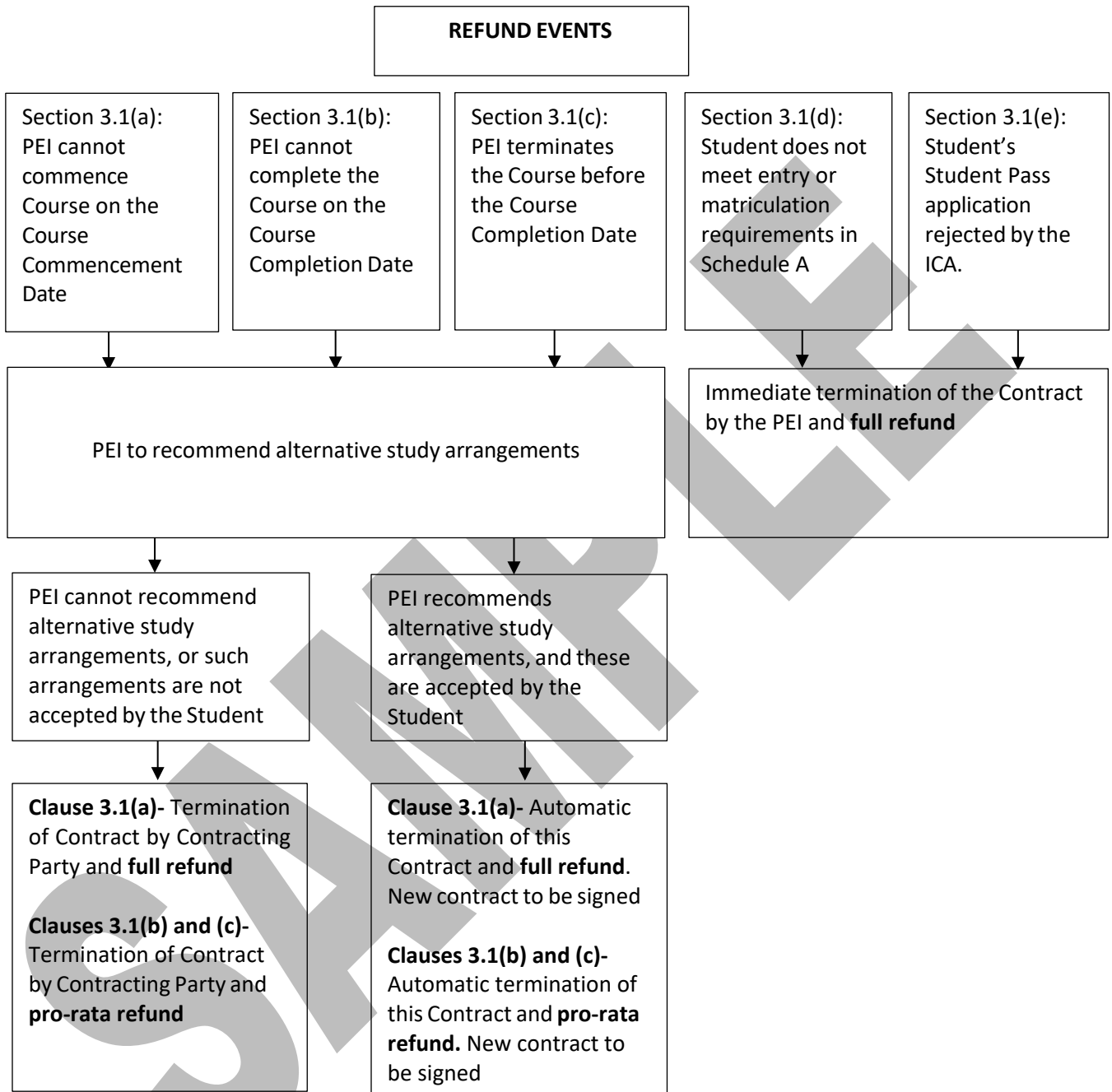
**SCHEDULE D**  
**REFUND POLICY**

BCS conducts a three (3) term Academic Year. Course Fees are charged on a per term basis and are to be paid in advance of the relevant term commencement.

% 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:
100%	<p>On or before 15 April in relation to students due to commence during Term 1 (August to December); or</p> <p>On or before 9 September for students due to commence in Term 2 (January to March); or</p> <p>On or before 13 January for students due to commence in Term 3 (April to July).</p>
0%	<p>After 15 April in relation to students due to commence during Term 1 (August to December); or</p> <p>After 9 September for students due to commence in Term 2 (January to March); or</p> <p>After 13 January for students due to commence in Term 3 (April to July).</p>
0%	<p>After the commencement of a Term. Once a student has commenced School, there will be no refund of Course or Facility Fees for early withdrawal regardless of when notice of withdrawal is given.</p>
<p>The Application Fee is strictly non-refundable and non-transferable in all circumstances.</p> <p>Both the Enrolment Fee and the Development Fund are non-refundable and non-transferable, except in the following circumstances:</p> <ol style="list-style-type: none"> <li>1) BCS is unable to offer a place to a student applicant due to denial of approval by the relevant Singapore authorities;</li> <li>2) BCS is unable to offer a place to a student applicant due to waitlist for the relevant year level and the student applicant elects not to be placed on the waitlist;</li> <li>3) Student applicant does not meet the eligibility criteria for enrolment at BCS; or</li> <li>4) BCS is unable to offer a place to a student applicant due to sibling priority policy as published by BCS.</li> </ol> <p>The Enrolment Fee and the Development Fund will be refunded in full in the event a student applicant cannot be accepted at BCS for the reasons set out in 1) to 4), as determined by BCS in its sole discretion.</p>	

**Student/Parent/Guardian Initial:** \_\_\_\_\_

**SCHEDULE E  
SECTION 3**



**Student/Parent/Guardian Initial:** \_\_\_\_\_

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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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Authorised Signatory of the PEI  
Name: Nicholas Davies  
Title: Head of College  
Date: 01 Oct 2024

**Seal of PEI**



**SIGNED by the Student**  
(if Student is 18 and above years of age)

NA

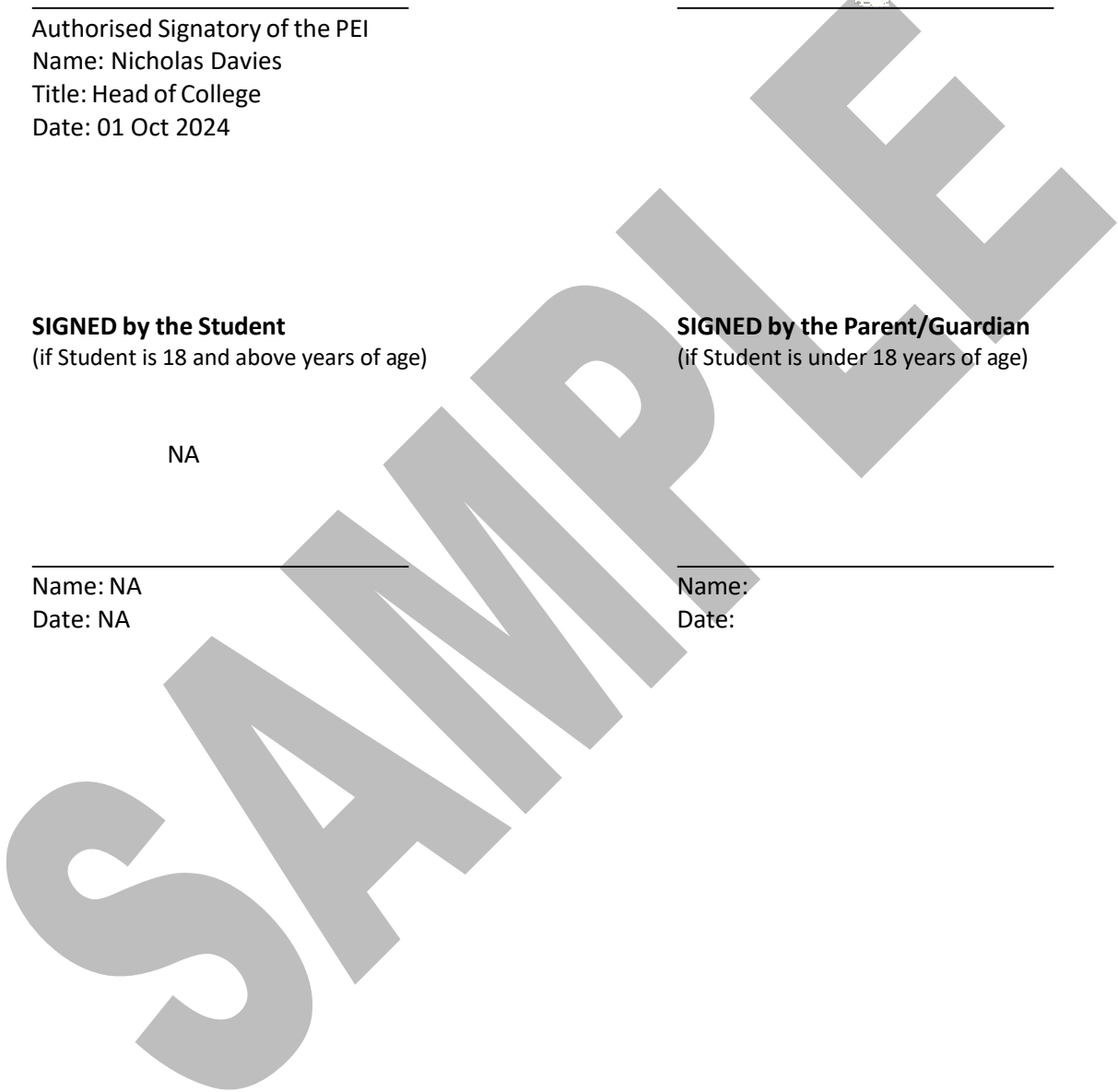
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Name: NA  
Date: NA

**SIGNED by the Parent/Guardian**  
(if Student is under 18 years of age)

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Name:  
Date:



## FORM 12 PRIVATE EDUCATION ACT (No. 21 of 2009) PRIVATE EDUCATION REGULATIONS

This note is for a prospective student. You are strongly encouraged to thoroughly research on the private education institution (PEI) conducting the course before signing up for any course. You should consider, for example, the reputation of the PEI, the teacher-student ratio of its classes, the qualifications of the teaching staff, and the course materials provided by the PEI.

By signing and returning the Student Contract (the "Contract"), you agree to the terms and conditions which will bind you and the PEI, if you accept the PEI's offer of a place in a course of study offered or provided by the PEI.

You should ask the PEI to allow you to read a copy of the Contract (with all blanks filled in and options selected) in both English and the official language of your home country, if necessary. For your own protection, you should review all the PEI's policies, and check carefully that you agree to all the terms of the Contract, including the details relating to each of the following sections, before signing the Contract:

- a. The duration of the course, including holidays and examination schedules, and contact hours by days and week;
- b. The total fees payable, including course fees and other related costs;
- c. Dates when respective payments are due;
- d. The refund policy in the event of voluntary withdrawal (by you) or enforced dismissal from the course or program (by PEI);
- e. The Fee Protection Scheme you are subscribed to and its coverage;
- f. The dispute resolution methods available;
- g. Information about the PEI's policies on academic and disciplinary matters: and
- h. The degree or diploma or qualifications which will be awarded to you upon successful completion of the course.

If you have any doubts about the contents of the Contract, or if the terms are different from what the agent or the PEI have informed you previously, or advertise, you should always seek advice and/or clarifications before signing the Contract.

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This portion below is to be completed by the signatory of the Student Contract; the student's parent or guardian.

I, \_\_\_\_\_ NRIC/Passport Number \_\_\_\_\_, have  
(name of parent/guardian) (Parent/guardian NRIC/FIN/Passport No.)

read and understood this advisory note before signing the Student Contract for my child/ward

\_\_\_\_\_ NRIC/FIN/Passport Number \_\_\_\_\_, with  
(name of child/ward) (Child/Ward NRIC/FIN/Passport No.)

Brighton College (Singapore).  
(Name of PEI)

**SIGNED by the Parent/Guardian**

\_\_\_\_\_  
 Date:

**PE Regulations 25(5)(a) PRIVATE EDUCATION ACT (No. 21 of 2009) ADMINISTRATION OF COURSES  
Acknowledgement of Course Commencement**

On behalf of my child/dependent, I hereby acknowledge that if the confirmed date of enrolment or commencement is after the course commencement date (i.e. August of each academic year), that the course applied will have commenced prior to my child/dependent's enrolment at Brighton College (Singapore).

**SIGNED by the Parent/Guardian**

\_\_\_\_\_  
Name:

Date:

**SAMPLE**