

Dated: dd/mm/yyyy

STANDARD STUDENT CONTRACT

BETWEEN

**MARKETING INSTITUTE OF SINGAPORE
TRAINING CENTRE**

AND

**XXX XXX
FIN NUMBER: XXX XXX**

Standard Student Contract Between Marketing Institute of Singapore Training Centre and Student¹

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

- | | | | |
|-----|---|---|--|
| (1) | Full Name of Private Education Organisation (“PEO”) | : | MARKETING INSTITUTE OF SINGAPORE TRAINING CENTRE |
| | ROS Registration No | : | 0197/1993/TAP |
| | Case Trust for Education No. (where applicable) | : | CT/0919 |
| | Address | : | 10 Raeburn Park Block C
#01-33 / 02-33 Singapore 088702 |
| | | | |
| (2) | Full Name of student (as in Passport) (“ Student ”)** | : | XX |
| | Passport/FIN Number* | : | XXX |
| | Nationality | : | XXX |
| | Gender (Please circle) | : | XXX |
| | Address (Overseas Residence) | : | _____ |
| | Address (Singapore Residence) | : | _____ |
| | | | |
| (3) | Full Name of Parent/Guardian* (if Student is under 18 years of age) | : | X |
| | NRIC/Passport Number* | : | X |
| | Nationality | : | X |
| | Occupation | : | X. |
| | Address | : | X |
| | Telephone Number | : | X |

* 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 This document (including the schedules) forms the base template. If the PEO wishes to add further provisions, a written application by letter may be made to CASE together with the proposed provisions. CASE will then inform the PEO of the processing fee payable and payment must be received before CASE will proceed with the processing of the application. The processing fee is non-refundable regardless of the outcome of the application. Further amendments subsequent to the initial application shall be deemed as a fresh application for approval for which a fresh processing fee shall be payable

1. COURSE INFORMATION, ENTRY REQUIREMENTS, FEES, AND DEPOSIT

1.1 Name of Course:

Course applied for (the "Course") : X

The Course and its contents have/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 Course ("Commencement Date") : X

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

1.3 Entry Requirements: The entry requirement(s) for the Course is/are as set out in **Schedule 1** and MISTC hereby confirms that it has 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 : X

1.5 Organisation Awarding/Conferring Qualification: Marketing Institute of Singapore Training Centre / Northumbria University

1.6 Student Arrival: Latest date on which Student has to commence residence in Singapore : X

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 Deposit: The deposit shall be as set out in **Schedule 2.2 (the "Deposit")** and shall be payable on or before the date set out therein as security for the due performance and observance of the Student's obligations to MISTC under this Agreement.

For the avoidance of doubt, the Deposit does not include any deposit required to be paid to the Immigration & Checkpoints Authority (the "ICA").

1.9 Return of Deposit: Subject to Clauses 2.1 and 2.2, the Deposit shall, within fourteen (14) days of the Completion Date or earlier termination of the Student's enrolment at MISTC, be repaid in full (without interest) to the Student Provided however that MISTC shall be entitled to deduct all or a part thereof to set off any payment then owing by the Student to the MISTC and/or to recover any monies which are properly determined by the MISTC to be due and payable to the MISTC.

1.10 Additional Fees: In addition to the Course Fees and the 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, Deposit and Additional Fees: The **Tuition Fees** set out in **Schedule 2.1** shall be paid on or before the dates specified therein:

- (i) to MISTC if MISTC adopts a Student Tuition Fee Insurance pursuant to Clause 3, or
- (ii) in the manner set out in Clause 3.2 below if MISTC adopts a 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**) and the Deposit shall be paid to MISTC on or before the dates specified in **Schedules 2.1** and **2.2**, and Clause 1.8, respectively.

1.12 Issue of Receipts: For every payment made by the Student to MISTC, MISTC 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 7, the Student shall be entitled to immediately withdraw from the Course by giving written notice to MISTC of his/her intention to do so under the following circumstances:

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

2.2 Refunds for Withdrawal for Cause: The MISTC 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*.

2.3 Withdrawal Without Cause and Refunds: Where the Student withdraws from the Course for any reason other than those set out in Clause 2.1 or Clause 7, MISTC 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 MISTC is entitled to make in accordance with Clause 1.9) 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 paid under Clause 1.7]	If Student's written notice of withdrawal is received
<ul style="list-style-type: none"> • 100% refund if written notice is received for Curtin Programmes. • 80% refund for English Preparatory Programmes. • 85% refund for MISTC Academic Programmes. 	More than thirty [30] days before the Commencement Date.
<ul style="list-style-type: none"> • 100% refund if written notice is received for Curtin Programmes. • 75% refund if written notice is received for all programmes other than Curtin Programmes. 	Between fifteen [15] to thirty [30] days before the Commencement Date.
<ul style="list-style-type: none"> • 100% refund if written notice is received for Curtin Programmes. • 70% refund if written notice is received for all programmes other than Curtin Programmes. 	Before, but not more than fourteen [14] days before the Commencement Date.
<ul style="list-style-type: none"> • 100% refund if written notice is received for Curtin Programmes. • 70% refund if written notice is received for all programmes other than Curtin Programmes. 	After, but not more than seven [7] days after the Commencement Date.
<ul style="list-style-type: none"> • 100% refund if written notice is received for Curtin Programmes. • 60% refund if written notice is received for all programmes other than Curtin Programmes. 	More than seven [7] days after the Commencement Date, but not more than fourteen [14] days after the Commencement Date.
<ul style="list-style-type: none"> • 100% refund if written notice is received for Curtin Programmes. • 0% refund if written notice is received for all Programmes other than Curtin Programmes. 	Between fourteen [14] days to eighteen [18] days after the Commencement Date.
<ul style="list-style-type: none"> • 0% refund if written notice is received for all programmes including Curtin Programmes. 	More than eighteen [18] days after the Commencement Date.

% of [the aggregate amount of the Additional Fees paid under Clause 1.10]
<ul style="list-style-type: none"> • Application Fee is strictly not refundable.

• 100% refund for Sponsorship Fee paid.	Upon student's pass rejection; else non-refundable
• 80% refund for Administrative Fee paid.	
• 100% refund for Membership Entrance & Subscription Fees paid.	
• 100% refund will be granted for pre-paid Membership Subscription Fee for an unconsumed membership period of a year or more.	

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

3. Article I. STUDENT PROTECTION SCHEME

3.1 PEO's Undertaking to have SPS:

MISTC 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) / Student Tuition Fee INSURANCE pursuant to the terms and conditions of the CASE-PEO Agreement dated 4th of November 2009 made between CASE and MISTC 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 9 September 2004 between CASE, DBS Bank Ltd and The HongKong and Shanghai Banking Corporation Limited (the "**Master Escrow Agreement**") and acceded to by the PEO on [•] [is available at the PEO's website at [•]. The Master Escrow Agreement sets out, among other things, the details upon which the PEO shall establish an escrow account with DBS Bank Ltd/HongKong and Shanghai Banking Corporation Limited* (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 to the PEO and/or the Student.

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

The PEO 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 [•] 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) the PEO 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 Escrow Agreement and the Student shall submit such payment vouchers together 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 of a Student Tuition Fee INSURANCE under any Fee Protection Scheme provided by the Pro-tem Council for Private Education (and its successor), Ministry of Education]:

Where SPS is in the form of a Student Tuition Fee Insurance with Lonpac Insurance Bhd, MISTC undertakes to procure that the cover shall be extended to the Student and MISTC shall, within [14] days of the date of this Agreement, deliver to the Student the certificate of student insurance.

3.4 No Double Claim: For the avoidance of doubt, if the Student and/or his/her parent/guardian receives any payment from MISTC or the Escrow Bank/ Lonpac Insurance Bhd* 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 MISTC or the Escrow Banks/ Lonpac Insurance Bhd* 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/Master Insurance Policy.

4. Article II. 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:** MISTC shall, within [2] 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 MISTC.
- 4.3 Third Party Mediation:** In the event that the Student and MISTC are unable to resolve a dispute in accordance with the grievance procedure referred to in Clause 4.2, the Student and MISTC shall refer the dispute to the CASE Mediation Centre for mediation prior to instituting any legal action or proceedings. The Student and MISTC 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 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. Article III. INTERNATIONAL STUDENTS

- 5.1 Student's Pass Application:** MISTC undertakes to use best efforts to assist the Student if he/she requires a Student's Pass from 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 MISTC. MISTC is under an obligation to inform the ICA of the Student's withdrawal from, or completion of his/her course of study at the MISTC, and the Student shall deliver to MISTC, within [3] days of the Student ceasing to be a student of MISTC, the passport and Student's Pass of the Student for cancellation of the Student's Pass.
- 5.3 Withdrawing from the PEO:** A Student who withdraws from MISTC to enrol with another school shall be deemed to have withdrawn from MISTC under Clause 5.2 and the provisions of Clause 5.2 shall apply.

6. CONFIDENTIALITY

MISTC 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.

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) MISTC is declared to be insolvent and/or a winding-up order made or bankruptcy issued by the Singapore court against MISTC (or, any partner of MISTC if MISTC is a partnership); and
- (ii) the relevant authority(ies) issue(s) an order to cease and/or terminate the operations of the MISTC, 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 (oral or written) entered into between MISTC 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.

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 MISTC 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

- i. **English Proficiency**
 - Minimum IELTS 6.0 or TOEFL 550
 - GCE 'O' Level English Language with grade C or better
 - GCE 'A' Level English Language with grade E or better
 - GCE 'AO' Level General Paper with grade C or better
 - English was used as the language of instruction at the diploma level or above
- ii. **Diploma**
 - Higher Secondary
 - 5 GCE 'O' Level credits if without working experience
 - MIS Certificate holder
- iii. **Advanced Diploma**
 - MIS Diploma holder
 - Recognised Business or Marketing related Diploma from Higher Institutes of Learning
- iv. **Undergraduate Degree**
 - 2 GCE 'A' and 2 GCE 'AO' Level credits equivalent qualifications
 - MIS Advanced Diploma holder
 - Recognised Business or Marketing related Higher/Advanced Diploma from Higher Institutes of Learning
 - Other related Diploma PLUS Advanced and/or Higher Diploma in business
- v. **Graduate Diploma**
 - A Bachelor degree or similar professional qualifications from a recognized university / institution
 - A Diploma from a recognised higher institute of learning / polytechnic with at least 2 years of working experience
- vi. **Post-graduate Degree**
 - Recognised basic degree in a business or cognate discipline
 - First degree or professional qualification in other discipline plus relevant experience
 - At least three years relevant management experience plus a recognised basic degree
 - At least 2 ½ years relevant management experience plus a recognised basic degree in business studies or a closely related discipline

SCHEDULE 2

BREAKDOWN OF COURSE FEES AND ADDITIONAL FEES

Schedule 2.1: Course Fees

Tuition Fees	Payment by Instalment		Payment in Advance	
	Amount* (S\$)	Date Due	Amount* (S\$)	Date Due
<u>MISTC English Preparatory Programmes:</u>				
Level 1	NA	NA	XXX	X/X/XXXX
Level 2	NA	NA	XXX	X/X/XXXX
Level 3	NA	NA	XXX	X/X/XXXX
Level 4	NA	NA	XXX	X/X/XXXX
<u>MISTC Academic Programmes:</u>				
Graduate Diploma in Marketing	NA	NA	XXX	X/X/XXXX
Master of Science Marketing	6,620 #	14 days upon receiving the letter of offer and before course commencement	NA	NA
	6,620 #	One month before Sem 1 exam		
Total Tuition Fees Payable (before GST)	13,240	-		X/X/XXXX
Non – Tuition Fees				
Application Fee	NA	NA	100	Upon application
Administrative Fee	NA	NA	600	X/X/XXXX
STP Processing Fee ^	NA	NA	30	X/X/XXXX

Student Membership Entrance Fee	NA	NA	50	X/X/XXXX
Student Membership Annual Subscription Fee per year	NA	NA	50	X/X/XXXX
Student Protection Scheme Premium	NA	NA	xxx	X/X/XXXX
Total Course Fee Payable (before GST)	-	-	xxx	X/X/XXXX

* Amount subject to the prevailing GST rate
Amount subject to the prevailing tuition fee
^ Amount not subject to GST

Schedule 2.2: Additional Fees and Deposit

Purpose of Fee	Amount (S\$) and When Payable
Late Payment Fee – penalty for missing payment due date	S\$50* payable when payment date exceed due date
Deferment Fee – applicable for each deferment of course	S\$100* upon each application
Exemption Fee – being administration fee for every successfully exempted subject. No course fees is payable for each exempted subject	S\$100* per successfully exempted subject, payable upon knowing the outcome or reflect in the revised invoice of the course
Supplementary Examination Fee – if students fail or absent from the main exam with valid reasons approved by MISTC	S\$100* per subject, payable before the supplementary examination registration deadline
Re-module Fee (per module) – for students who are barred from the main exam or failed any module at the supplementary exam	Course fees divided by no. of modules in the course, payable before the module registration deadline
Additional Transcript Fee – applicable to request on top of the free copy given at the end of each course	S\$10* per copy, payable upon each request
Deposit	Amount (S\$) and Date Due
Security Deposit (Full) – Full-time students who are required to pay to ICA S\$5,000 and S\$1,500/S\$1,000 as security deposit are to pay in full to ICA.	S\$5,000** / S\$1,500 /S\$1,000** upon ICA notification

*Amount subject to the prevailing GST rate
** Refundable upon successful cancellation of Student's Pass

SIGNED by



Authorized Signatory of the Marketing Institute of Singapore Training Centre
Name: XXX XX
Date: X/X/XXXX

.....
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
Date: XX/XX/XXXX

Name of Parent or Guardian

.....
Occupation
.....

.....
Address

Name of Witness

.....
Signature

.....

.....
Address