



**LP Language
School**

*1 Marine Parade Central ♦ #03-09 Parkway Center ♦ Singapore 449408
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Standard Student Contract

Dated 9 October 2004

STANDARD STUDENT CONTRACT

BETWEEN

LP LANGUAGE SCHOOL

AND

**Standard Student Contract Between
LP Language School**

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

- (1) Full Name of private Education Organisation (“**PEO**”) : LP Language School
ACRA Registration Number (where applicable) : 50210500C
MOE Registration Number (where applicable) : 1152
CaseTrust for Education No. (where applicable) :
Address : 1 Marine Parade Central
#03-09 Parkway Central
Singapore 449408
- (2) Full Name of student (as in Passport) (“**Student**”)** :
Passport/FIN Number* :
Nationality :
Address (Overseas Residence) :
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, FEES, AND DEPOSIT

1.1 Name of Course:

Course applied for (the “**Course**”) : English For Foreigners

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**”) :

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 LP Language School 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 :

1.5 Organisation Awarding/Conferring Qualification: : Internal

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

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: LP Language School does not collect a deposit from the students

1.9 Return of Deposit: Not Applicable. Refer to clause 1.8

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) in the manner set out in Clause 3.2 as LP Language School 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 LP Language School 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, LP Language School 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 the PEO of his / her intention to do so under the following circumstances:-

1. LP Language School fails, for any reason, to commence the Course on the Commencement Date;
2. LP Language School fails, for any reason, to complete the Course by the Completion Date;
3. LP Language School terminates the Course for any reason prior to the Completion of the Course;
or
4. LP Language School is in material breach of its obligations under this Agreement.

2.2 Refunds For Withdrawal For Cause

LP Language School 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 & Refunds

Where the Student withdraws from the course for any reason other than those set out in Clause 2.1 or Clause 7, the LP Language School 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 or such deduction which LP Language School 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 and Additional Fees paid under Clause 1.7 and 1.10)	If student's written notice of withdrawal is received
100%	More than 30 days before Commencement Date
75%	Before, but not more than 30 days before Commencement Date
50%	After, but not more than 7 days after Commencement Date
25%	More than 7 days after Commencement Date but not more than 14 days after Commencement Date
0%	More than 14 days after the Commencement Date

2.4 Deemed Withdrawal

A Student who transfers from the Course to another Course with LP Language School shall, for the purposes of this Clause 2, be deemed to have withdraw from the Course and the provisions of Clause 2.3 shall apply save as otherwise agreed between LP Language School and the Student.

3. STUDENT PROTECTION SCHEME

3.1 LP Language School 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) pursuant to the terms and conditions of the CASE-PEO Agreement dated 12 November 2004 made between CASE and LP Language School

3.2* A copy of the master escrow agreement dated 9 September 2004 between CASE, DBS Bank Ltd (the “Master Escrow Agreement”) and acceded to by LP Language School on 12 November 2004 [is available at our website at www.lp.edu.sg]. The Master Escrow Agreement sets out, among other things, the details upon which LP Language School shall establish an escrow account with DBS Bank Ltd (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 LP Language School and/or the Student.

LP Language School 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 14 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) LP Language School 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.

3.4 **No Double Claim:** For the avoidance of doubt, if the Student and/or his/her parent/guardian receives any payment from LP Language School or the Escrow Bank 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 LP Language School or the Escrow Bank 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.

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:** LP Language School shall, within 14 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 LP Language School.

4.3 **Third Party Mediation:** In the event that the Student and LP Language School are unable to resolve a dispute in accordance with the grievance procedure referred to in Clause 4.2, the Student and LP Language

School shall refer the dispute to the CASE Mediation Centre for mediation prior to instituting any legal action or proceedings. The Student and LP Language School 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. INTERNATIONAL STUDENTS

- 5.1 Student’s Pass Application:** LP Language School undertakes to use its 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 LP Language School. LP Language School is under an obligation to inform the ICA of the Student’s withdrawal from, or completion of his/her course of study at the LP Language School, and the Student shall deliver to LP Language School, **within 7 days** of the Student ceasing to be a student of the LP Language School, the passport and Student’s Pass of the Student for cancellation of the Student’s Pass.
- 5.3 Withdrawing from LP Language School:** A Student who withdraws from LP Language School to enrol with another school shall be deemed to have withdrawn from the PEO under Clause 5.2 and the provisions of Clause 5.2 shall apply.

6. CONFIDENTIALITY

LP Language School 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) LP Language School is declared to be insolvent and/or a winding-up order made or bankruptcy issued by the Singapore court against LP Language School (or, any partner of LP Language School if LP

- Language School is a partnership); and
- (ii) the relevant authority(ies) issue(s) an order to cease and/or terminate the operations of LP Language School, 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 LP Language School 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 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.
- 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

English For Foreigners

Elementary Level

Pre- requisites

- For students with little previous knowledge of the English Language
Or
- Students will be given a placement test and will be placed into the appropriate level according to the results.

SCHEDULE 2
BREAKDOWN OF COURSE FEES AND ADDITIONAL FEES

Schedule 2.1

Course Fees

Tuition Fees	Payment by Instalment		Payment in Advance	
	Amount (\$)	Date Due	Amount (\$)	Date Due
For Course Pre-requisites: Refer to SCHEDULE 1 of the Standard Student Contract				
For Course: Elementary Level Three months	N.A.	N.A.	750	Two weeks before commencement date
Total Tuition Fees Payable			750	
Non-Tuition Fees	Amount (\$)	Date Due	Amount (\$)	Date Due
Registration Fee			20	To be paid upon registration
Student's Pass application Fee			120	
Other Non-Tuition Fee: Sponsorship Fee	N.A.	N.A.	350	To be paid upon registration
Additional Course material (6 Months)			22.50	Two weeks before commencement date
Total Course Fees Payable			1262.50	

Schedule 2.2

Additional Fees and Deposit

Purpose of Fee	Amount (\$\$) and When Payable
Security Deposit (ICA)	Amount of security deposit required depends on the nationality of the applicant. Amount payable after approval being granted by ICA and 2 weeks before commencement date
Deposit	Amount (\$\$) and Date Due
Non- Applicable	

All fees do not include GST

SCHEDULE 1
Entry Requirements for the Course

English For Foreigners
Pre-Intermediate Level
Pre-requisites

- For students who have complete Elementary level
Or
- Students will be given a placement test and will be placed into the appropriate level according to the results.

SCHEDULE 2
BREAKDOWN OF COURSE FEES AND ADDITIONAL FEES
Schedule 2.1
Course Fees

Tuition Fees	Payment by Instalment		Payment in Advance	
	Amount (\$)	Date Due	Amount (\$)	Date Due
<u>For Course Pre-requisites:</u> Refer to SCHEDULE 1 of the Standard Student Contract				
<u>For Course:</u> Pre-Intermediate Level Three months	N.A.	N.A.	750	Two weeks before commencement date
Total Tuition Fees Payable			750	
Non-Tuition Fees	Amount (\$)	Date Due	Amount (\$)	Date Due
Registration Fee			20	To be paid upon registration
Student's Pass application Fee			120	
Other Non-Tuition Fee: Sponsorship Fee	N.A.	N.A.	350	To be paid upon registration
Additional Course Material			22.50	Two weeks before commencement date
Total Course Fees Payable			1262.50	

Schedule 2.2
Additional Fees and Deposit

Purpose of Fee	Amount (\$\$) and When Payable
Security Deposit (ICA)	Amount of security deposit required depends on the nationality of the applicant. Amount payable after approval being granted by ICA and 2 weeks before commencement date
Deposit	Amount (\$\$) and Date Due
Non- Applicable	

All fees do not include GST

SCHEDULE 1
Entry Requirements for the Course

English For Foreigners

Intermediate Level

Pre-requisites

- For students who have completed Pre –Intermediate level
Or
- Students will be given a placement test and will be placed into the appropriate level according to the results.

SCHEDULE 2
BREAKDOWN OF COURSE FEES AND ADDITIONAL FEES

Schedule 2.1

Course Fees

Tuition Fees	Payment by Instalment		Payment in Advance	
	Amount (\$)	Date Due	Amount (\$)	Date Due
<u>For Course Pre-requisites:</u> Refer to SCHEDULE 1 of the Standard Student Contract				
<u>For Course:</u> Intermediate level Three months	N.A.	N.A.	750	Two weeks before commencement date
Total Tuition Fees Payable			750	
Non-Tuition Fees	Amount (\$)	Date Due	Amount (\$)	Date Due
Registration Fee			20	To be paid upon registration
Student's Pass application Fee			120	To be paid upon registration
Other Non-Tuition Fees: Sponsorship Fee	N.A.	N.A.	350	To be paid upon registration
Additional Course material			22.50	Two weeks before commencement date
Total Course Fees Payable			1262.50	

Schedule 2.2

Additional Fees and Deposit

Purpose of Fee	Amount (\$\$) and When Payable
Security Deposit (ICA)	Amount of security deposit required depends on the nationality of the applicant. Amount payable after approval being granted by ICA and 2 weeks before commencement date
Deposit	Amount (\$\$) and Date Due
Non- Applicable	

All fees do not include GST

SCHEDULE 1
Entry Requirements for the Course

English For Foreigners
Upper-intermediate Level
Pre-requisites

- For students who have completed the Intermediate level
Or
- Students will be given a placement test and will be placed into the appropriate level according to the results.

SCHEDULE 2
BREAKDOWN OF COURSE FEES AND ADDITIONAL FEES
Schedule 2.1
Course Fees

Tuition Fees	Payment by Instalment		Payment in Advance	
	Amount (\$)	Date Due	Amount (\$)	Date Due
<u>For Course Pre-requisites:</u> Refer to SCHEDULE 1 of the Standard Student Contract				
<u>For Course:</u> Upper-Intermediate level Three months	N.A.	N.A.	750	Two weeks before commencement date
Total Tuition Fees Payable			750	
Non-Tuition Fees	Amount (\$)	Date Due	Amount (\$)	Date Due
Registration Fee			20	To be paid upon registration
Student's Pass application Fee			120	To be paid upon registration
Other Non-Tuition Fees: Sponsorship Fee	N.A.	N.A.	350	To be paid upon registration
Additional Course Material			22.50	Two weeks before commencement date
Total Course Fees Payable			1262.50	

Schedule 2.2
Additional Fees and Deposit

Purpose of Fee	Amount (\$) and When Payable
Security Deposit (ICA)	Amount of security deposit required depends on the nationality of the applicant. Amount payable after approval being granted by ICA and 2 weeks before commencement date
Deposit	Amount (\$) and Date Due
Non- Applicable	

All fees do not include GST

SCHEDULE 1
Entry Requirements for the Course

English For Foreigners

Advanced Level

Pre-requisites

- For students who have completed the Upper-Intermediate level
Or
- Students will be given a placement test and will be placed into the appropriate level according to the results.

SCHEDULE 2
BREAKDOWN OF COURSE FEES AND ADDITIONAL FEES
Schedule 2.1
Course Fees

Tuition Fees	Payment by Instalment		Payment in Advance	
	Amount (\$)	Date Due	Amount (\$)	Date Due
<u>For Course Pre-requisites:</u> Refer to SCHEDULE 1 of the Standard Student Contract				
<u>For Course:</u> Advanced level Three months	N.A.	N.A.	750	Two weeks before commencement date
Total Tuition Fees Payable			750	
Non-Tuition Fees	Amount (\$)	Date Due	Amount (\$)	Date Due
Registration Fee			20	To be paid upon registration
Student's Pass application Fee			120	
Other Non-Tuition Fees: Sponsorship Fee	N.A.	N.A.	350	To be paid upon registration
Additional Course Fee			22.50	Two weeks before commencement date
Total Course Fees Payable			1262.50	

Schedule 2.2
Additional Fees and Deposit

Purpose of Fee	Amount (\$\$) and When Payable
Security Deposit (ICA)	Amount of security deposit required depends on the nationality of the applicant. Amount payable after approval being granted by ICA and 2 weeks before commencement date
Deposit	Amount (\$\$) and Date Due
Non- Applicable	

All fees do not include GST

SCHEDULE 1
Entry Requirements for the Course

First Certificate in English (FCE)

Pre-requisites

- For students who have completed the Advanced level
Or
- Students will be given a placement test and will be placed into the appropriate level according to the results.

SCHEDULE 2
BREAKDOWN OF COURSE FEES AND ADDITIONAL FEES

Schedule 2.1

Course Fees

Tuition Fees	Payment by Instalment		Payment in Advance	
	Amount (\$)	Date Due	Amount (\$)	Date Due
<u>For Course Pre-requisites:</u> Refer to SCHEDULE 1 of the Standard Student Contract				
<u>For Course:</u> First Certificate in English Six months	N.A.	N.A.	2100	Two weeks before commencement date
Total Tuition Fees Payable			2100	
Non-Tuition Fees	Amount (\$)	Date Due	Amount (\$)	Date Due
Registration Fee			20	To be paid upon registration
Student's Pass application Fee	N.A.	N.A.	120	
Sponsorship Fee			350	
Total Course Fees Payable			2590	

Schedule 2.2

Additional Fees and Deposit

Purpose of Fee	Amount (\$\$) and When Payable
Security Deposit (ICA)	Amount of security deposit required depends on the nationality of the applicant. Amount payable after approval being granted by ICA and 2 weeks before commencement date
Deposit	Amount (\$\$) and Date Due
Non- Applicable	

All fees do not include GST

SCHEDULE 1

Entry Requirements for the Course

Certificate in Advanced English (CAE)

Pre-requisites

- For students who have completed the First Certificate in English
Or
- Students will be given a placement test and will be placed into the appropriate level according to the results.

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>For Course Pre-requisites:</u> Refer to SCHEDULE 1 of the Standard Student Contract				
<u>For Course:</u> Certificate in Advanced English Six months	N.A.	N.A.	2100	Two weeks before commencement date
Total Tuition Fees Payable			2100	
Non-Tuition Fees	Amount (S\$)	Date Due	Amount (S\$)	Date Due
Registration Fee			20	To be paid upon registration
Student's Pass application Fee	N.A.	N.A.	120	
Sponsorship Fee			350	
Total Course Fees Payable			2590	

Schedule 2.2

Additional Fees and Deposit

Purpose of Fee	Amount (S\$) and When Payable
Security Deposit (ICA)	Amount of security deposit required depends on the nationality of the applicant. Amount payable after approval being granted by ICA.
Deposit	Amount (S\$) and Date Due
Non-applicable	

All fees do not include GST

SIGNED by LP Language School

Authorised Signatory of LP Language School

Name:

Date:

SIGNED by the Student

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

Name of Student:

.....

Name of Parent or Guardian:

.....

Occupation:

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Address:

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SIGNED by the Witness

(in witness of signature(s) of Student
And Parent/Guardian, if applicable)

(Witness must be above 21 years old)

Name of Witness:

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Occupation:

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Address:

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