

Overseas Family School Limited

81 Pasir Ris Heights, Singapore 519292
Tel: 6738 0211 Fax: 6733 8825

Student Contract

(Prescribed under the Private Education Act (Cap. 247A) and Regulations)

This Agreement is dated the [day month year] and made between the following parties (referred to collectively as the “**Parties**” and individually as a “**Party**”):

Overseas Family School Limited (Company Registration No. 199104269R), a company incorporated in Singapore and having its registered address at 81 Pasir Ris Heights Singapore 519292 (“**OFSL**”) of the first part;

[**Parent 1 Name**] (Passport No./NRIC/FIN _____), of [Family Address]; and

[**Parent 2 Name**] (Passport No./NRIC/FIN _____), of [Family Address],

(referred to jointly as the “Contracting Parties” and each as a “Contracting Party”) of the second part.

WHEREAS:

- (A) OFS is the company that operates the Overseas Family School (“OFS”), which is registered with the SkillsFuture Singapore Agency (“SSG”) (PEI Registration No. 199104269R).
- (B) The Contracting Parties have agreed to appoint OFS as the service provider to provide academic education to [**Student Name**] (the “Student”), (Passport No./NRIC/FIN (Student’s Pass No. if available) _____)) and OFS has agreed to accept such appointment.
- (C) In addition to signing this Agreement, the Contracting Parties will also have to complete the Application for Admission and the Medical Condition Details, if applicable.

1. DEFINITIONS

1.1 In the Contract, the following words and expressions shall have the following meanings:

“Cooling-Off Period”	Shall refer to the period of ten (10) calendar days commencing from and including the date of this Contract.
“Course”	Shall refer to the course described in Schedule A.
“Course Fee”	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.
“Course Commencement Date”	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.
“Course Completion Date”	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.
“Developer/Proprietor”	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.
“ICA”	Shall have the meaning assigned to it in Clause 3.1(e)
“Miscellaneous Fees”	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.
“Permitted Course Duration”	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.)
“Private Education Mediation-Arbitration Scheme”	Shall refer to the dispute resolution scheme under the <i>Private Education (Dispute Resolution Schemes) Regulations 2016</i>
“Refund Event”	Shall have the meaning assigned to it in Clause 3.1
“SSG”	Shall refer to the SkillsFuture Singapore Agency established pursuant to Section 3 of the SkillsFuture Singapore Agency Act 2016.
“Student’s Pass”	Shall be as described on www.ica.gov.sg or such other website which operates in lieu thereof.

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2. COURSE INFORMATION AND FEES

2.1 Course Details:

OFS shall provide the Course as set out in Schedule A to the Student. OFS shall not make any change to any detail of the Course set out in Schedule A unless it has obtained 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, OFS shall use reasonable endeavours to ensure that such industrial attachment is provided to the Student.

2.2 Course Delivery and Authorisation:

OFS represents and warrants that:

- (a) The person stated in Item 8 of Schedule A is the Developer/Proprietor of the Course and that OFS 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) OFS 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 Course Qualification and Award:

OFS 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 Course and Other Fees:

The parties agree that Schedule B and Schedule C set out all fees payable (potentially or otherwise) by the Contracting Party to OFS for the Course or arising from the Student's undertaking of the Course.

2.5 Late Payment of Fees:

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 OFS to the Contracting Party.

All fees (i.e. the Enrolment Fee, Tuition Fees and Miscellaneous Fees) must be paid promptly. Enrolment Fee is payable immediately upon acceptance of application for admission. Tuition Fees are due for payment one month before the Course Commencement Date of each semester set out in **Schedule B**. If the Student commences school mid-way through a semester, tuition fees are payable immediately. Miscellaneous fees are payable immediately. There is no penalty fee for late payment. However, the Student will not be permitted to commence classes without paying the stipulated tuition fee before the applicable Course Commencement Date.

3. TERMINATION AND REFUND POLICY (Please refer to the diagram in Schedule E)

3.1 Refund Events:

OFS will notify the Contracting Party 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's Pass.

3.2 Actions Arising Due to Refund Events (1)

Where any of the Refund Events in Clause 3.1(a) to (c) above has occurred:

- (a) OFS 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 arrangements, OFS 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 OFS 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 OFS.

3.3 Actions Arising Due to Refund Events (2)

Where any of the Refund Events in Clauses 3.1(d) to (e) has occurred, OFS shall forthwith terminate this Contract by way of a written notice to the Contracting Party.

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3.4 Contract Termination:

- (a) If the Contract is terminated pursuant to Clause 3.2(b) read with Clause 3.1(a), OFS shall refund all Course Fees and Miscellaneous Fees paid by the Contracting Party within seven (7) working days of the termination.
- (b) If the Contract is terminated pursuant to Clause 3.2(b) read with either Clause 3.1(b) or Clause 3.1(c), OFS 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.
- (c) If the Contract is terminated pursuant to Clause 3.3 or Clause 3.2(c) read with Clause 3.1(a), OFS shall refund all Course Fees and Miscellaneous Fees paid by the Contracting Party within seven (7) working days of the termination.
- (d) If the Contract is terminated pursuant to Clause 3.2(c) read with either Clause 3.1(b) or Clause 3.1(c), OFS 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.

3.5 Refund for Withdrawal During the Cooling-Off Period:

Notwithstanding anything herein contained, the Contracting Party shall be entitled to, without any liability whatsoever to OFS, forthwith terminate the Contract at any time within the Cooling-Off Period by way of a written notice to OFS. OFS shall return all Course Fees and Miscellaneous Fees paid to it within seven (7) working days of the receipt of the written notice.

3.6 Refund for Withdrawal Outside the Cooling-Off Period:

Without prejudice to Clauses 3.1 to 3.5 above, the Contracting Party may terminate the Contract at any time before the Course Completion Date by providing a written notice to OFS. Upon receipt of such notice, OFS shall within seven (7) working days, refund to the Contracting Party such amount (if any) as determined in accordance with Schedule D.

4. POLICIES AND REQUIREMENTS

4.1 OFS' Rules and Regulations:

Each Contracting Party is to ensure that the Student understands and abides by the rules and regulations of OFS at all times. The rules and regulations of OFS are set out in the Student-Parent Handbooks made available at the start of each school year.

4.2 Immigration Status:

All Students must have a valid immigration document to enrol in OFS. It is the primary responsibility of each Contracting Party to inform OFS of any subsequent change in the Student's immigration status immediately. Students with a Student's Pass must, within seven (7) working days of withdrawing from OFS (including withdrawing to enroll with another school) or completing his/her Course at OFS, inform OFS to arrange for the cancellation of the Student's Pass. Contracting Parties are advised to surrender the cancelled Student's Pass to ICA.

4.3 Living Arrangements:

The Student must reside in the Singapore home of the Contracting Parties, unless other living arrangements have been approved in writing by an authorised officer of OFS. Any subsequent changes to the living arrangements of the Student must be similarly approved by an authorised officer of OFS.

4.4 Medical Emergency:

In a medical emergency, OFS may authorise qualified medical examination or emergency treatment as may be required for the welfare of the Student. OFS staff will try to make contact with the Contracting Parties, guardians or emergency contact persons, before any such authorisation is made.

4.5 Physical Education and ECAs:

OFS is hereby authorised to include the Student in physical education and extra-curricular activities ("ECAs") whether on or off campus unless other arrangements have been requested by the Contracting Parties or guardians and approved in writing by an authorised officer of OFS.

4.6 Acts of Violence and Health Risk:

It is a policy of OFS that if any member of the school community commits an act of violence against another member of the school community, such person would be asked to leave the school immediately. Safeguarding a healthy learning environment for the school community is also a key priority of OFS. As such if a Contracting Party or Student commits an act of violence against, or engages in harassment of, any other members of the school community, or if the Student poses a health risk to other members of the school community, OFS will have the right to terminate this Agreement with immediate effect but in such an event, OFS will refund to the Contracting Parties pro-rata on a monthly basis the Tuition Fees already paid for the account of the Student.

4.7 Responsibility for Fees:

In consideration of OFS providing the Course to the Student which the Student has enrolled for, the Contracting Parties hereby agree to pay the Enrolment Fee and Tuition Fees (collectively the "Course Fees") and authorise OFS to invoice them for the Course Fees, or to invoice such other person or entity for the Course Fees as the Contracting Parties may nominate or direct PROVIDED that the Contracting Parties retain full responsibility for payment of such fees in all circumstances. The Course Fees may be revised from time to time in accordance with clause 4.9 below.

4.8 Payment of Fees:

- (a) All fees (i.e. the Enrolment Fee, Tuition Fees and Miscellaneous Fees) must be paid promptly. For every payment of the aforesaid fees made by the Contracting Parties to OFS, OFS shall issue a receipt to the Contracting Parties.
- (b) In the event that Tuition Fees and/or Miscellaneous Fees are not fully paid by their corresponding due dates, OFS has the right at its sole and absolute discretion to terminate this Agreement and remove the Student from the Course and offer his/her place in OFS to another student on a first-come, first-served basis.

5. ADDITIONAL INFORMATION

5.1 Governing Law and Jurisdiction:

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.

5.2 Severability of Clauses:

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.

5.3 Confidentiality:

OFS 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 written consent of the Contracting Party or such disclosure is required under the law.

5.4 Precedence to Other Agreements:

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.

5.5 Indulgence, Waiver, etc.:

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.

5.6 Language:

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.

5.7 Third Party Rights:

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.

5.8 Third Party Mediation:

If the Contracting Parties and OFS cannot settle a dispute through mutual discussions in good faith, the Contracting Parties and OFS may refer the dispute to the Private Education Mediation-Arbitration Scheme.

5.9 Personal Data Use:

By signing this Agreement, the Contracting Parties agree that OFS may collect, use and disclose all information and personal data of the Contracting Parties and the Student provided or which may be provided to OFS from time to time, to all persons who require such information for the purposes of evaluating and processing the Student's admission, for OFS-related activities and for any other purpose relating to the conduct of OFS' business and the provision of services by OFS or its authorised service providers, as well as to comply with all laws and regulatory requirements including but not limited to the purchase of insurance under the Fee Protection Scheme.

5.10 Amendments to Agreement:

This Agreement may be subject to amendment by mutual agreement between the Contracting Parties and OFS. Without detracting from the generality of the foregoing and specifically in relation to the revision of Course Fees, OFS may from time to time propose the revision of the amount or payment structure of the Course Fees by way of a letter to the Contracting Parties with at least 30 days' prior notice. The signing and return of the letter or an affirmative email by the Contracting Parties to OFS shall constitute consent to the revision of the Course Fees or alternatively, payment of the revised Course Fees shall constitute implied consent to the same even if the Contracting Parties have not communicated their consent in any other form. In the event that there is any dispute in relation to the revised Course Fees, Parties may resolve the matter through the dispute resolution process set out in Clause 5.8 above.

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SCHEDULE A
COURSE DETAILS

(1) Course Title (the “Course”)	Academic K-12 Program commencing with [Student Course].
(2) Permitted Course Duration (in months per school year)	A period of about 10 months (comprising a minimum of 180 school days) for each school year for each grade commencing from Pre-K1 to Grade 12
(3) Whether the Course is a full-time or part-time Course	Full-time
(4) Course Commencement Date (beginning of school year)	
(5) Course Completion Date (end of school year)	
(6) Date of Commencement of Studies if later than Course Commencement Date	
(7) Qualification (Name of qualification to be conferred on the Student upon successful completion of the Course)	MYP Personal Project Result (awarded after Grade 10). IGCSE Certificate (awarded after Grade 10). IB Certificates or Full Diploma (awarded after Grade 12). OFS High School Graduation Diploma (awarded after four (4) years of High School and accredited by the Accrediting Commission for Schools, Western Association of Schools and Colleges).
(8) Developer/Proprietor of the Course	The International Early Years Curriculum (“IEYC”) and the International Primary Curriculum (“IPC”) are developed by International Curriculum Association. The IB Program is developed by the International Baccalaureate (“IB”). The IGCSE Program is developed by the Cambridge Assessment International Education (“Cambridge International”).
(9) Organisation which awards/confers the qualification	For MYP Personal Project Result (awarded after Grade 10) – IB. For IGCSE Certificate (awarded after Grade 10) – Cambridge International. For IB Certificates or Full Diploma (awarded after Grade 12) – IB. For OFS High School Graduation Diploma (awarded after four (4) years of High School and accredited by the Accrediting Commission for Schools, Western Association of Schools and Colleges) – OFS.
(10) Course entry requirement(s)	OFS accepts students from Pre-K1 to Grade 12 and will place the student at his/her appropriate grade level.
(11) Course schedule (with modules and/or subjects referred to)	The Course information, including the course curriculum details, are set out in the OFS Course Information for each of the four (4) schools (available for viewing at www.ofs.edu.sg).
(12) Scheduled holidays (public and school) and/or semester/term breaks relevant to the Course	Public Holidays: Gazetted public holidays will be observed during each academic year. If a public holiday falls on a Sunday, the following Monday will be a public holiday. For a list of gazetted public holidays in Singapore, please refer to the Ministry of Manpower’s website at www.mom.gov.sg . For a detailed timetable showing all scheduled holidays and vacation periods, please refer to OFS Academic Calendar for each year of the Course (available for viewing or download at www.ofs.edu.sg).
(13) Examination and/or other assessment period and/or assignment period(s)	The IB Diploma Program and IGCSE examination periods are determined by the respective examination/assessment/certifying boards (i.e. IB and Cambridge International). For detailed timetables, please refer to OFS Academic Calendar for each year of the Course (available for viewing or download at www.ofs.edu.sg) and examination schedules released from time to time on the OFS website at www.ofs.edu.sg .
(14) Expected final examination results release date	For Middle School Internal Examinations – In December and June of each year. For High School Internal Examinations – In December and June of each year. For IB Diploma Program and IGCSE Examinations – as per the respective boards (i.e. IB and Cambridge International), usually in July and August each year.
(15) Expected date of conferment of the qualification	At the end of each school year. Please see above for awards conferred. If a student leaves the school mid-semester, he or she will be given a transcript to record his or her academic progress at the time of departure from the school.
(16) Does the Course include any industrial attachment	Yes / No (delete as appropriate)
(17) Duration of the industrial attachment	N.A.

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SCHEDULE B
COURSE FEES

Please note that the Course Fees, comprising the Enrolment Fee and Tuition Fees, set out hereunder (which are inclusive of [GST Rate] GST) are subject to revision from time to time at the sole and absolute discretion of OFS, and the Contracting Parties are advised to check OFS's website at www.ofs.edu.sg (under the "Admissions" page) for the latest fee structure.

Enrolment Fee

All Grades	One-time non-refundable payable upon acceptance of application for admission by OFS	[Enrolment Fee]
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Tuition Fee⁺

Pre-Kindergarten* (Pre-K1 & Pre-K2)	Semester 1 ([Semester 1 start date]) Semester 2 ([Semester 2 start date])	[Sem 1 Fee] (Pre-K1 Half Day) [Sem 2 Fee] (Pre-K1 Full Day & Pre-K2) [Sem 1 Fee] (Pre-K1 Half Day) [Sem 2 Fee] (Pre-K1 Full Day & Pre-K2)
Kindergarten* (K1-K2)	Semester 1 ([Semester 1 start date]) Semester 2 ([Semester 2 start date])	[Semester 1 Fee] [Semester 2 Fee]
Elementary School* (Grade 1-5)	Semester 1 ([Semester 1 start date]) Semester 2 ([Semester 2 start date])	[Semester 1 Fee] [Semester 2 Fee]
Middle School* (Grade 6-8)	Semester 1 ([Semester 1 start date]) Semester 2 ([Semester 2 start date])	[Semester 1 Fee] [Semester 2 Fee]
Junior High School* (Grade 9-10)	Semester 1 ([Semester 1 start date]) Semester 2 ([Semester 2 start date])	[Semester 1 Fee] [Semester 2 Fee]
Senior High School* (Grade 11-12)	Semester 1 ([Semester 1 start date]) Semester 2 ([Semester 2 start date])	[Semester 1 Fee] [Semester 2 Fee]

+ The Tuition Fee may be revised from time to time – In accordance to Clause 5.10

* To select whichever is applicable

Fees Schedule

	Amount (S\$)	Date Due
1 st installment (Semester 1)		
2 nd installment (Semester 2)		
Total Tuition Fees Payable:		

SCHEDULE C
MISCELLANEOUS FEES

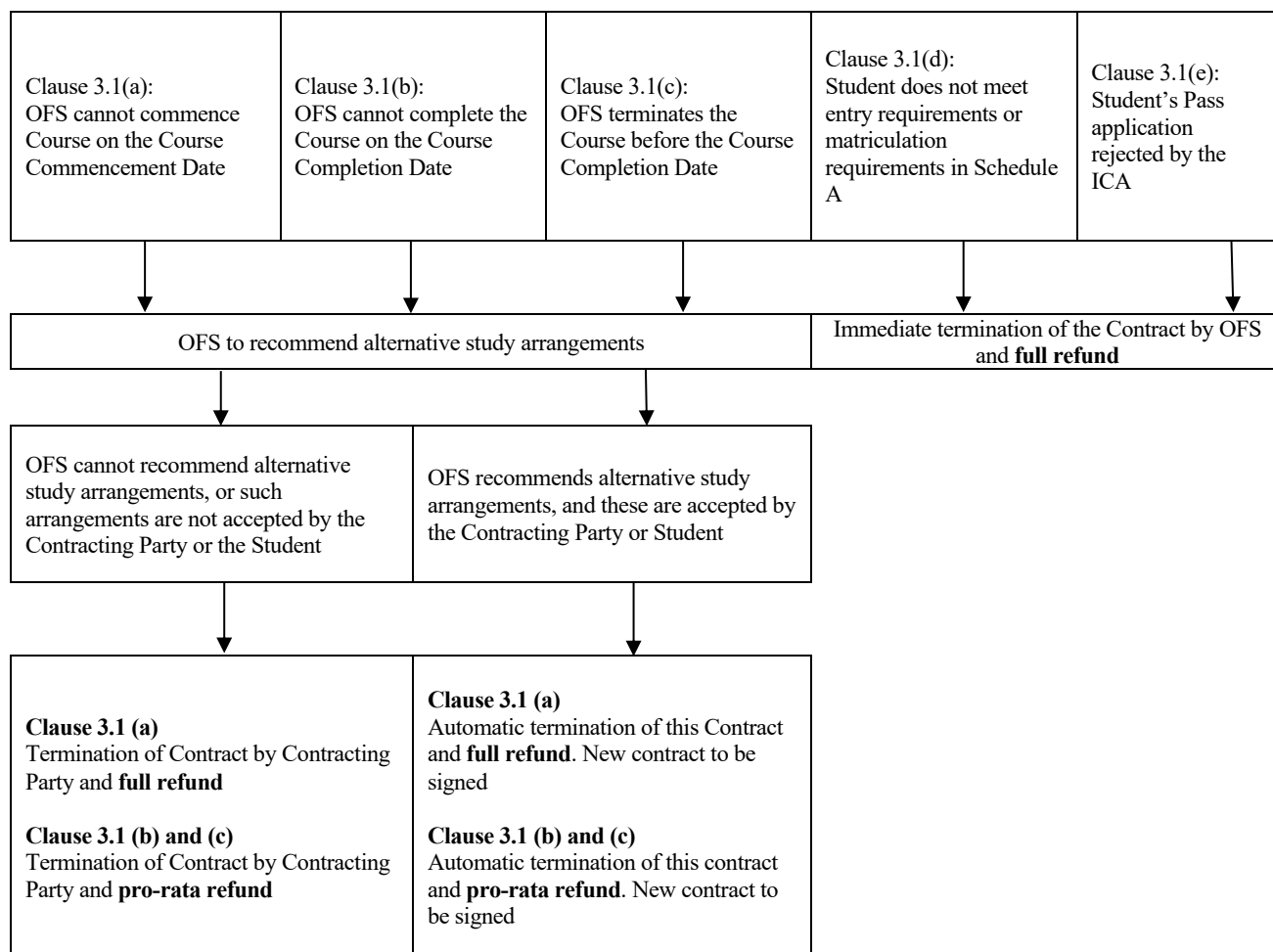
Various miscellaneous and/or other fees ("Miscellaneous Fees") may be payable from time to time, which fees may include but are not limited to costs of or related to course/educational materials, examinations, excursions and field trips and co-curricular activities. The Miscellaneous Fees applicable to most students will be for the school uniforms and sports attire and the OFS exercise books and files. There is no penalty fee for late payment.

SCHEDULE D
REFUND TABLE PURSUANT TO CLAUSES 3.5 TO 3.6

% of [the amount of fees paid under Schedules B and C]	If Student's written notice of withdrawal is received:
[100%]	On or before July 31, in relation to students who commence in Semester 1
[100%]	On or before December 15, in relation to students who commence in Semester 2
[100%]	Within 10 calendar days commencing from and including the date of the Student Contract
[0%]	After July 31, in relation to students who commence in Semester 1
[0%]	After December 15, in relation to students who commence in Semester 2

SCHEDULE E
REFUND EVENTS PURSUANT TO CLAUSES 3.1 TO 3.4

REFUND EVENTS



The Parties hereby acknowledge and agree to the terms stated in this Agreement.

SIGNED by OFS

SIGNED by Contracting Party

SIGNED by Contracting Party

Authorised Signatory of OFS
Name: **WONG Lok Hiong Irene**
Date:

Name: **[Parent 1 Name]**
Passport No./NRIC/FIN:
Date:

Name: **[Parent 2 Name]**
Passport No./NRIC/FIN:
Date: