



**CHARTERED INSTITUTE
OF TECHNOLOGY**

DATE:

Sample Agreement

STANDARD STUDENT CONTRACT

BETWEEN

CHARTERED INSTITUTE OF TECHNOLOGY

AND

**STUDENT
(INTERNATIONAL)**

Jan 2009

**Standard Student Contract Between
Chartered Institute of Technology and Student**

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

- (1) Full Name of Private Education Organisation : Chartered Institute of Technology (CITECH)
ACRA Registration Number (where applicable) : 200206700E
MOE Registration Number (where applicable) : _____
CaseTrust for Education No. (where applicable) : CT/0363
Address : 450 Telok Blangah Street 31,
Singapore 108943
- (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 18 years of age)
NRIC/Passport Number* : _____
Nationality : _____
Occupation : _____
Address : _____
Telephone Number : _____

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

1.1 Name of Course:

Course applied for (the “Course”) : BSc (Hons) in
Accounting & Finance

The Course and its contents have 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 are as set out in **Schedule 1** and Chartered Institute of Technology hereby confirms that it has verified that the Student has met such entry requirements. **(Please refer to Schedule 1)**
- 1.4 Type of Qualification:** Name of diploma to be conferred on the Student upon successful completion of the Course : BSc (Hons) in Accounting & Finance
- 1.5 Organisation Awarding/Conferring Qualification:** : University of Gloucestershire
- 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:** 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 Chartered Institute of Technology 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 Chartered Institute of Technology, be repaid in full (without interest) to the Student Provided however that Chartered Institute of Technology shall be entitled to deduct all or a part thereof to set off any payment then owing by the Student to Chartered Institute of Technology and/or to recover any monies which are properly determined by Chartered Institute of Technology to be due and payable to Chartered Institute of Technology.
- 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 Chartered Institute of Technology if Chartered Institute of Technology adopts a Student Tuition Fee Insurance pursuant to Clause 3, or
 - (ii) in the manner set out in Clause 3.2 below if Chartered Institute of Technology 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 Chartered Institute of Technology 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 Chartered Institute of Technology, Chartered Institute of Technology 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 Chartered Institute of Technology of his/her intention to do so under the following circumstances:

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

2.2 Refunds for Withdrawal for Cause: Chartered Institute of Technology 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, Chartered Institute of Technology 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 Chartered Institute of Technology 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 Tuition Fees	If student’s written notice of withdrawal is received
90%	More than 14 days before the commencement date
50%	14 days and less than 14 days before the commencement date
0%	After the commencement date

2.4 Deemed Withdrawal: A Student who transfers from the Course to another course with Chartered Institute of Technology 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 Chartered Institute of Technology and the Student.

3. STUDENT PROTECTION SCHEME

3.1 Chartered Institute of Technology’s Undertaking to have SPS:

Chartered Institute of Technology 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-CHARTERED INSTITUTE OF TECHNOLOGY Agreement dated 22 Dec 2004 made between CASE and Chartered Institute Of

Technology.

3.2 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 Hong Kong and Shanghai Banking Corporation Limited (the “**Master Escrow Agreement**”) and acceded to by the Chartered Institute of Technology¹ on 7th Dec 2004 [is available at Chartered Institute of Technology’s website at www.citech.edu.sg. The Master Escrow Agreement sets out, among other things, the details upon which Chartered Institute of Technology shall establish an escrow account with Hong Kong 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 Chartered Institute of Technology and/or the Student.

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

Chartered Institute of Technology 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 7 - 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) Chartered Institute of Technology 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.

3.3 No Double Claim: For the avoidance of doubt, if the Student and/or his/her parent/guardian receives any payment from Chartered Institute of Technology 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 the Chartered Institute of Technology 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: Chartered Institute of Technology shall, within 7 - 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 Chartered Institute of Technology.

- 4.3 Third Party Mediation:** In the event that the Student and Chartered Institute of Technology are unable to resolve a dispute in accordance with the grievance procedure referred to in Clause 4.2, the Student and Chartered Institute of Technology shall refer the dispute to the CASE Mediation Centre for mediation prior to instituting any legal action or proceedings. The Student and Chartered Institute of Technology 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:** Chartered Institute of Technology 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 Chartered Institute of Technology. Chartered Institute of Technology is under an obligation to inform the ICA of the Student’s withdrawal from, or completion of his/her course of study at Chartered Institute of Technology, and the Student shall deliver to Chartered Institute of Technology, within 7 days of the Student ceasing to be a student of Chartered Institute of Technology, the passport and Student’s Pass of the Student for cancellation of the Student’s Pass.
- 5.3 Withdrawing from the Chartered Institute of Technology:** A Student who withdraws from Chartered Institute of Technology to enrol with another school shall be deemed to have withdrawn from Chartered Institute of Technology under Clause 5.2 and the provisions of Clause 5.2 shall apply.

6. CONFIDENTIALITY

Chartered Institute of Technology 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) Chartered Institute of Technology is declared to be insolvent and/or a winding-up order made or bankruptcy issued by the Singapore court against Chartered Institute of Technology; and
- (ii) the relevant authority(ies) issue(s) an order to cease and/or terminate the operations of Chartered Institute of Technology, 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 Chartered Institute of Technology 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 Chartered Institute of Technology 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.

SAMPLE

SCHEDULE 1

Entry Requirements for the Course

Course Name	Entry Requirements
BSc (Hons) in Accounting & Finance	<ul style="list-style-type: none">• Diploma holder• Min. IELTS 6.0 or equivalent

SAMPLE

SCHEDULE 2
BREAKDOWN OF COURSE FEES AND ADDITIONAL FEES

BSc (Hons) in Accounting & Finance

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> [<i>breakdown of tuition fee by module/semester</i>]	NA	NA	NA	NA
<u>For Course:</u> 12 Months	\$9,300 x 2	2 weeks before start of Semester 1 and 2	NA	NA
Total Tuition Fees Payable	\$18,600	NA		
Non-Tuition Fees	Amount (S\$)	Date Due	Amount (S\$)	Date Due
Registration fee	NA	NA	S\$60	Upon registration
Course materials* (Optional)	NA	NA	S\$400	Upon request
Total Course Fees Payable	NA	NA	S\$460	NA

Schedule 2.2
Additional Fees and Deposit

Purpose of Fee	Amount (S\$) and When Payable
Student ID Late Payment Fees Replacement of student ID Re-taking examinations	S\$30 / Upon application S\$50 / 7 working days before course start date S\$30 / Upon application S\$250 per module / upon registration of retaking the module
Deposit	Amount (S\$) and Date Due
Security Deposit payable to the ICA Tuition Fee Deposit to Secure the Enrolment	S\$5000 / upon exchange of student visa S\$1000* / within 14 Days of Issuance of Letter of Offer

Note: * This S\$1000 is part of the tuition fee and shall be deducted from the full tuition fee once payment is made.

SIGNED by Chartered Institute of Technology

Authorised Signatory of Chartered Institute of Technology

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

.....
Address

Witness.....

Occupation

.....
Address

