

Serial No: [ECTA XXXXXX]

# **STUDENT CONTRACT**

**BETWEEN**

**Executive Counselling and Training Academy  
Pte Ltd**

**AND**

**Student's Name**

**(Application ID:A00XXX)**

VERSION 3.1

**PRIVATE EDUCATION INSTITUTION-STUDENT CONTRACT**

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

This Contract is made between:

(1) Registered Name of PEI : Executive Counselling and Training Academy Pte Ltd  
 Registered Number : 200209120M

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(2) Full Name of Student : \_\_\_\_\_  
 (as in NRIC for Singapore Citizen (SC) and Permanent Resident (PR) / as in passport for international student)\*  
 NRIC Number (for SC/PR)\* : \_\_\_\_\_  
 Student's Pass Number (if available)/ \_\_\_\_\_  
 Passport Number (for international student)\* : \_\_\_\_\_

(3) Full Name of Parent/Legal Guardian\* : \_\_\_\_\_  
 (if Student is under eighteen (18) years of age)  
 NRIC/Passport Number\* : \_\_\_\_\_

*\* Delete as appropriate by striking through.  
 Where non-applicable, put "N.A.". Leave no fields blank.  
 State all dates in the format of DD/MM/YYYY.*

**1. COURSE INFORMATION AND FEES**

- 1.1 The PEI will deliver the Course as set out in Schedule A to the Student, towards conferment of the stated qualification upon successful Course completion.
- 1.2 The PEI confirms that the Course has been permitted by the Committee for Private Education (CPE) and no amendments have been made to the Course as set out in Schedule A, unless otherwise permitted by CPE.
- 1.3 The Course Fees payable are set out in Schedule B and the optional Miscellaneous Fees in Schedule C.
- 1.4 The PEI considers payment made 30 days/month\* after the scheduled due date(s) in Schedule B as late. The PEI will explain to the Student its policy for late payment of Course Fees, including any late payment fee charged in Schedule C (if applicable) and any impact on Course/module completion (if applicable).

**2. REFUND POLICY**

**2.1 Refund for Withdrawal Due to Non-Delivery of Course:**

The PEI will notify the Student within three (3) working days upon knowledge of any of the following:

- (i) It does not commence the Course on the Course Commencement Date;
- (ii) It terminates the Course before the Course Commencement Date;

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HOD		Student	

- (iii) It does not complete the Course by the Course Completion Date;
- (iv) It terminates the Course before the Course Completion Date;
- (v) It has not ensured that the Student meets the course entry or matriculation requirement as set by the organization stated in Schedule A within any stipulated timeline set by CPE; or
- (vi) The Student's Pass application is rejected by Immigration and Checkpoints Authority (ICA).

The Student should be informed in writing of alternative study arrangements (if any), and also be entitled to a refund of the entire Course Fees and Miscellaneous Fees already paid should the Student decide to withdraw, within seven (7) working days of the above notice.

**2.2 Refund for Withdrawal Due to Other Reasons:**

If the Student withdraws from the Course for any reason other than those stated in Clause 2.1, the PEI will, within seven (7) workings days of receiving the Student's written notice of withdrawal, refund to the Student an amount based on the table in Schedule D.

**2.3 Refund During Cooling-Off Period:**

The PEI will provide the Student with a cooling-off period of seven (7) working days after the date that the Contract has been signed by both parties.

The Student will be refunded the highest percentage (stated in Schedule D) of the fees already paid if the Student submits a written notice of withdrawal to the PEI within the cooling-off period, regardless of whether the Student has started the Course or not.

**3. ADDITIONAL INFORMATION**

- 3.1 The laws of Singapore will apply to how this Contract will be read and to the rights the parties have under this Contract.
- 3.2 If any part of this Contract is not valid for any reason under the law of Singapore, this will not affect any other part of this Contract.
- 3.3 If the Student and the PEI cannot settle a dispute using the way arranged by the PEI, the Student and the PEI may refer the dispute to the CPE Mediation-Arbitration Scheme (www.cpe.gov.sg).
- 3.4 All information given by the Student to the PEI will not be given by the PEI to anyone else, unless the Student signs in writing that he agrees or unless the PEI is allowed to give the information by law.
- 3.5 If there is any other agreement between the PEI and the Student that is different from the terms in this Contract, then the terms in this Contract will apply.
- 3.6 If the Student or the PEI does not exercise or delay exercising any right granted by this Contract, the Student and the PEI will still be able to exercise the same type of right under this Contract during the rest of the time the Contract continues.
- 3.7 If this Contract is also signed or translated in any language other than English and there is a difference from the English language copy of this Contract, the English language copy will apply.

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

*Note: The information provided below should be the same as that submitted to the CPE.*

1) Course Title	
2) Course Duration (in months)	
3) Full-time or Part-time Course	
4) Course Commencement Date	
5) Course Completion Date	
6) Date of Commencement of Studies if later than Course Commencement Date <i>Note: "N.A." if both dates are the same</i>	
7) Qualification <i>(Name of award to be conferred on the Student upon successful Course completion)</i>	
8) Organisation which develops the Course	
9) Organisation which awards/ confers the qualification	
10) Course entry requirement(s)	
11) Course schedule with modules and/or subjects	
12) Scheduled holidays (public and school) and/or semester/term break for course	
13) Examination and/or other assessment period	
14) Expected examination results release date	
15) Expected award conferment date	

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**SCHEDULE B  
COURSE FEES**

<b>Fees Breakdown</b>	<b>Total Payable (with GST,if any) (S\$)</b>
<i>Note: show full breakdown of total payable course fees</i>	
Administrative Fee (Administrative fee covers practicum administration, professional indemnity, SUT materials and online library access, graduation and general administration)	
Less: Practicum Administrative Fees not applicable for Progressive Student	
Course Fee	
FPS Premium – Calculated based on 0.6% of Administrative Fee, Course Fee (and if applicable) Insertion Fee	
<b>Total Course Fees Payable</b>	
GST @ 7%	
<b>Total Course Fees Payable with GST</b>	
<b>No. of Instalments</b>	

**INSTALMENT SCHEDULE**

<b>Instalment<sup>1</sup> Schedule</b>	<b>Amount (with GST,if any) (S\$)</b>	<b>Date Due<sup>2</sup></b>
1st Instalment		
2nd Instalment		
3rd Instalment		
<b>Total Course Fees Payable:</b>		

- Each instalment amount shall not exceed the following:
  - ~~12 months' worth of fees for EduTrust certified PEIs\*;~~ or
  - 6 months' worth of fee for non-Edu Trust-certified PEIs with Industry Wide Course Fee Insurance Scheme (IWC)\*; or
  - ~~2 months' worth of fees for non-Edu Trust-certified PEIs without IWC\*.~~

*\* Delete as appropriate by striking through.*
- Each instalment after the first shall be collected within one week before the next payment scheduled.

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**SCHEDULE C**  
**MISCELLANEOUS FEES<sup>3</sup>**

Purpose of Fee	Amount (with GST, if any) (S\$)
1) Reviewing Fees for Assessments	
2) Re-Submission Fees for Assessments	
3) Re-Grading Fees for Assessments	
4) Supplementary Examination Fees	
5) Re-Grading of Examination Script	
6) Courier Fees for late submission of Assessments	
7) Library Fees: Penalty per book for every week late after due date	
8) Library Fees: Extension fees per book for every week of extension	
9) Replacement of Student Handbook	
10) Replacement of Course Guidebook	
11) Replacement of Practicum Logbook	
12) Replacement of Nametag	
13) Insertion Fees - Graduate Certificate Level: Lectures	
14) Insertion Fees - Graduate Certificate Level: Micro-Skills	
15) Insertion Fees - Graduate Certificate Level: Group Supervision	
16) Insertion Fees - Graduate Diploma Level: Lectures	
17) Insertion Fees - Graduate Diploma Level: Group Supervision	
18) Make-Up Fees: Payable for 1st make-up lectures done in immediate next cohort	
19) Make-Up Fees: Payable for 2nd make-up lectures (Normal Lectures)	
20) Make-Up Fees: Payable for 2nd make-up lectures (Swinburne Lectures)	
21) Textbooks - Price range between	
22) Access Card deposit (Refundable upon return - without GST)	

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<p>23) Late payment charge of course fees.  ****(Schedule B of the Student Contract specifies the payment due date for each instalment of course fees. Students who fail to make payment by the payment due date may do so within the grace period of 30 calendars days after the payment due date. If no payment is made by the end of the grace period, the student is required to, within 3 days after the end of the grace period, submit a completed appeal form to ECTA stating the reasons for non-payment and when payment will be made. ECTA's Board of Directors will consider the appeal in accordance with "Swinburne University of Technology's "Student Administration Regulations, 2013 (Chapter 3. Fees)" and make such decisions it deems fit including cancelling the student's enrolment in the course without notice. If no completed appeal form is received from the student within 3 days after the end of the grace period, the student's enrolment in the course may be cancelled without notice.)****</p>	
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3. Miscellaneous Fees refers to any non-compulsory fees which the students pay only when applicable. Such fees are normally collected when the need arises.

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**SCHEDULE D**  
**REFUND TABLE**

% of Refund (of the Fees paid under Schedules B and C)	For First Instalment of Course Fees	For Second & Subsequent Instalment(s) of Course Fees
<b>95%</b>	If withdrawal is within the cooling-off period i.e. up to, and including, the 7 <sup>th</sup> working day from signing of the Student Contract	
<b>70%</b>	If withdrawal is after the 7 <sup>th</sup> working day to the 30 <sup>th</sup> calendar day from signing of the Student Contract	
<b>0%</b>	No refund is given after the 30 <sup>th</sup> calendar day from the signing of the Student Contract	
<b>Note:</b>		
1. These refund rates apply only to the Course Fee component (for all instalments). 2. The Administrative Fee component (included only in the first instalment) is not refundable. 3. The FPS (Fee Protection Scheme) premium will be refunded on a separate prorated/unconsumed basis calculated by the insurance provider.		

The parties hereby acknowledge and agree to the terms stated in this Contract.

SIGNED by the PEI

\_\_\_\_\_  
 Authorised Signatory of the PEI  
 Name  
 Date

\_\_\_\_\_  
 Seal of PEI

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SIGNED by the Student

SIGNED by the Student's parent or legal guardian (if the student is under eighteen (18) years of age)

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Name of Student:

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Name of Parent or Legal Guardian:

Date:

Date:

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<b>HOD</b>		<b>Student</b>	