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Dated

**STANDARD STUDENT CONTRACT**

**BETWEEN**

**BOSTON BUSINESS MANAGEMENT SCHOOL**

**AND**

**STUDENT**

**Standard Student Contract Between  
Boston Business Management School and Student**

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

- (1) Full Name of Private Education Organisation (“PEO”) : **Boston Business Management School (BBMS)**  
 ACRA Registration Number (where applicable) : **200204834H**  
 MOE Registration Number (where applicable) : **2046**  
 CaseTrust for Education No. (where applicable) : \_\_\_\_\_  
 Address : **Blk 164, Bt Merah Central**  
**#04-3657, Singapore ( 150164 )**
- (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”) : \_\_\_\_\_  
 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 is/are as set out in **Schedule 1** and BBMS 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:** :
- 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 BBMS under this Agreement.
- For the avoidance of doubt, the Deposit does not include any deposit require 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 BBMS, be repaid in full (without interest) to the Student Provided however that BBMS shall be entitled to deduct all or a part thereof to set off any payment then owing by the Student to BBMS and/or to recover any monies which are properly determined by BBMS to be due and payable to BBMS.
- 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 BBMS if BBMS adopts a Student Tuition Fee Insurance pursuant to Clause 3, or
  - (ii) in the manner set out in Clause 3.2 below if BBMS 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 BBMS 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 BBMS, BBMS 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 BBMS of his/her intention to do so under the following circumstances:
- (i) BBMS fails, for any reason, to commence the Course on the Commencement Date;
  - (ii) BBMS fails, for any reason, to complete the Course by the Completion Date;
  - (iii) BBMS terminates the Course for any reason prior to the completion of the Course; or
  - (iv) BBMS is in material breach of its obligations under this Agreement.
- 2.2 **Refunds for Withdrawal for Cause:** BBMS 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, BBMS shall, subject to Clause 3.3, 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 BBMS 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):

<b>% of [the aggregate amount of the Course Fees and Additional Fees paid under Clause 1.7 and 1.10]</b>	<b>If Student's written notice of withdrawal is received</b>
70%	More than 21 days before the Commencement Date
50%	Before, but not more than 7 days before the Commencement Date
20%	After, but not more than 3 days after the Commencement Date
0%	More than 3 days after the Commencement Date

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

### **3. STUDENT PROTECTION SCHEME**

#### **3.1 BBMS Undertaking to have SPS:**

BBMS 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-BBMS Agreement dated 10 January 2005 made between CASE and BBMS.

- 3.2** 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 BBMS on 24 September 2005 is available at BBMS website at [www.bbms.edu.sg](http://www.bbms.edu.sg). The Master Escrow Agreement sets out, among other things, the details upon which BBMS 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 BBMS and/or the Student.

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

BBMS 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 30 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) BBMS 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 BBMS 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 BBMS 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:** BBMS 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 BBMS.
- 4.3 Third Party Mediation:** In the event that the Student and BBMS are unable to resolve a dispute in accordance with the grievance procedure referred to in Clause 4.2, the Student and BBMS shall refer the dispute to the CASE Mediation Centre for mediation prior to instituting any legal action or proceedings. The Student and BBMS 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:** BBMS 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 BBMS. BBMS is under an obligation to inform the ICA of the Student's withdrawal from, or completion of his/her course of study at BBMS, and the Student shall deliver to BBMS, within 3 days of the Student ceasing to be a student of BBMS, the passport and Student's Pass of the Student for cancellation of the Student's Pass.
- 5.3 Withdrawing from BBMS:** A Student who withdraws from BBMS to enrol with another school shall be deemed to have withdrawn from BBMS under Clause 5.2 and the provisions of Clause 5.2 shall apply.

#### **6. CONFIDENTIALITY**

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

**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
<b><u>For Course Pre-requisites:</u></b>				
N.A				
<b><u>For Course:</u></b>				
Tuition Fee For 1 <sup>st</sup> 12month			N.A	N.A
Tuition Fee For 2 <sup>nd</sup> 12 month				
Tuition Fee For 3 <sup>rd</sup> 12 month				
<b>Total Tuition Fees Payable</b>				
Non-Tuition Fees	Amount (\$\$)	Date Due	Amount (\$\$)	Date Due
1.Entrance Test & Application Package (Non-returnable)	N.A	N.A	S\$150.00	Upon Application
2.International Student Application Handling (Non-returnable after ICA approval)			S\$350.00	Upon Application
3.Student Pass and Sponsorship			S\$600.00	Item 3- 6
4.Escrow Account Administration			S\$300.00	Upon Visa Approval
5.Course material fee (book excluded )			S\$150.00	and before admission
6.School Internal Security Deposit (refundable)			S\$1000.00	to School
7.ICA Security Deposit (if require, refundable )			S\$5000.00	If require
<b>Total Course Fees Payable</b>	<b>S\$14000.00</b>		<b>S\$</b>	

**Schedule 2.2**  
**Additional Fees and Deposit**

Purpose of Fee	Amount (\$\$) and When Payable
Replacement Of Student ID	S\$80.00
Re-examination Fee	At apply rates
Deposit	Amount (\$\$) and Date Due
N.A	N.A

SIGNED by

\_\_\_\_\_  
Authorised Signatory  
**Boston Business Management School**  
Name:  
Date:

SIGNED by the Student

\_\_\_\_\_  
  
**Witness**.....  
Occupation  
.....  
  
Address  
.....  
.....  
.....

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

\_\_\_\_\_  
Name of Parent or Guardian  
.....  
Occupation  
.....  
Address  
.....  
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.....  
  
**Witness**.....  
Occupation  
.....  
  
Address  
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