FORM 12 PRIVATE EDUCATION ACT (NO. 21 OF 2009)

PRIVATE EDUCATION REGULATIONS

ADVISORY NOTE TO STUDENTS

This notice is for a prospective student. In this and any related document, any reference to 'Student' expressly includes parents and guardians, as considered appropriate and relevant.

You are strongly encouraged to thoroughly research on the Private Education Institution (PEI) conducting the course before signing up for any course. You should consider, for example, the reputation of the PEI, the teacher-student ratio of its classes, the qualifications of the teaching staff, and the course materials provided by the PEI.

By signing and returning the Student Contract (the "Contract"), you agree to the terms and conditions which will bind you and the PEI, if you accept the PEI's offer of a place in a course of study offered or provided by the PEI.

You should ask the PEI to allow you to read a copy of the Contract (with all blanks filled in and options selected) in both English and the official language of your home country, if necessary. For your own protection, you should review all the PEI's policies, and check carefully that you agree to all the terms of the Contract, including the details relating to each of the following sections, before signing the Contract:

- a. The duration of the course, including holidays and examination schedules, and contact hours by days and week;
- b. The total fees payable, including course fees, taxes and other related costs;
- c. Dates when respective payments are due;
- d. The refund policy in the event of voluntary withdrawal (by you) or enforced dismissal from the course programme (by PEI);
- e. The Fee Protection Scheme you are subscribed to and its coverage;
- f. The dispute resolution methods available; and
- g. Information about the PEI's policies on academic and disciplinary matters.
- h. The degree or diploma or qualification which will be awarded to you upon successful completion of the course.

If you have any doubt about the contents of the Contract, or if the terms are different from what the agent or PEI have informed you previously, or advertised, you should- always seek advice and/or clarifications before signing the Contract.

This portion below is to be completed by the signatory of the Student Contract, i.e. either the student, or if the student is below the age of 18, his/her parent or guardian.

I	I,	<u>(NRIC/Passport number)</u>	
	(name of student /parent/ guardian)		(NRIC/passport no)

have read and understood this advisory note before signing the Student Contract

for myself / my ward **

(name of ward)

NRIC/Passport number) ________(*NRIC/passport no*)

with XCL World Academy.

(name of PEI)

(signature of student or parent/guardian)

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	t is under eighteen (18) years of age, the Student will be repre	ser	ted by the Parent/Legal Guardian.
This Co	ontract is made between:		
(1)	Registered Name of PEI	:	XCL World Academy
	Registration Number	:	200803726H
(2)	Full Name of Student	:	
	(as in NRIC for Singapore Citizen (SC) and Permanent Resid	leni	t (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.		
	non-applicable, put "N.A.". Leave no fields		
	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 <u>Schedule A</u> 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 <u>Schedule A</u>, unless otherwise permitted by CPE.
- 1.3 The Course Fees payable are set out in <u>Schedule B</u> and the optional Miscellaneous Fees in <u>Schedule C</u>.
- **1.4** The PEI considers payment made 1 day after the invoice 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 <u>Refund for Withdrawal Due to Non-Delivery of Course:</u>

- 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;
- (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 organisation stated in <u>Schedule A</u> within any stipulated timeline set by CPE;
- (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) working days of receiving the Student's written notice of withdrawal, refund to the Student an amount based on the table in <u>Schedule D</u>.

2.3 Refund During Cooling-Off Period:

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

The Student will be refunded the highest percentage (stated in <u>Schedule D</u>) 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/she agrees, or unless the PEI is permitted or required to provide 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 delays 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 version will apply.

SCHEDULE A COURSE DETAILS

Note: The information provided below should be the same as that submitted to the	ie CPE.
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1) Course Title	
2) Course Duration (in months)	9.3 months
3) Full-time or Part-time Course	Full-Time
4) Course Commencement Date	12 August 2024
5) Course Completion Date	18 June 2025
6) Date of Commencement of Studies if later than Course Commencement Date Note: "N.A." if both dates are the same	N.A
7) Qualification (Name of award to be conferred on the Student upon successful Course completion)	IB Diploma: or Grade 12: The IB Diploma is awarded to successful students after the IBDP examination results are released. Students will also receive International Baccalaureate Certificates for courses (subjects) completed. High School Graduation Diploma (accredited by WASC) For Grade 12: The High School Graduation Diploma will be awarded to all Grade 12 students on successful completion of all required components of the course. For other grades N.A.
8) Organisation which develops the Course	International Baccalaureate Organisation
9) Organisation which awards/ confers the qualification	International Baccalaureate Organisation
10) Course entry requirement(s)	Age requirements Please refer to the Grade Placement Guide as outlined on the school website, https://www.xwa.edu.sg/admissions/application-criteria/ Documentation Students who are new to the school must provide the relevant official documents to verify their prior schooling and to satisfy all entry requirements as applicable, at the time of admission. The school website contains a complete list of documentation required. Students already in the school must successfully complete their current grade in order to move to the next grade level.
11) Course schedule with modules and/or subjects	In general, students attend lessons full-time, 5 days per week, from 8:30am through to 3:30pm from Mondays to Fridays. Extra-curricular activities may be available after 3:30pm depending on grade level. Nursery Students in Nursery learn the following skills: • Social emotional skills • Cognitive skills • Physical skills • Language skills • Mathematics • Science and Social Studies

Early Years

Students in Pre-K to KG2 learn the following skills:

- English
- Mathematics
- Science
- Social Studies
- Arts (Visual Art and Music)
- Mandarin

Students will also take part in Personal, Social, Health and Economic (PSHE) education as part of the curriculum.

Primary Years

Students in G1 to G5 receive instructions in the following subjects:

- English
- Mathematics
- Science
- Social Studies
- Physical Education
- Visual Art Music
- Language Acquisition: Mandarin/Spanish/French
- EAL (if necessary)
- Japanese

*Students who are identified by the school as needing EAL support after taking the WIDA screener must participate in the EAL Programme until they are ready to join mainstream classes

Students will also take part in Personal, Social, Health and Economic (PSHE) education as part of the curriculum.

Secondary Years

Students in G6 to G10 take the following subjects:

- Language and Literature: English/Japanese/Mandarin
- Language Acquisition: Mandarin/Spanish/French
- Individuals and Societies
- Science
- Mathematics
- Arts: G6-G8: Theatre Arts and/or Media Arts and/or Music G9-G10: Drama and/or Visual Arts and/or Music
- Design
- Physical and Health Education
- EAL (if necessary)

*Students who are identified by the school as needing EAL support after taking WIDA assessment must participate in the EAL Programme until they are ready to join mainstream classes

Students in G11 and G12 take subjects based on their individual course selection-

- Biology SL/HL
- Business Management SL/HL
- Chemistry SL/HL
- Chinese B SL/HL
- Chinese Language A: Language and Literature SL/HL
- Design Technology
- Economics SL/HL
 English At Language and Literat
- English A: Language and Literature
- English B SL/HL
 French AB Initio SL
- French B SL/HL
- Japanese A: Language and Literature SL/HL
- Mandarin AB Initio SL
- Mathematical Analysis and Approaches SL/HL
- Mathematics Applications and Interpretations SL
- Theatre SL/HL
- Visual Arts SL/HL

	 Music SL/HL Psychology SL/HL Physics SL/HL Spanish AB Initio SL Spanish B SL/HL Theory of Knowledge *EAL - There is no EAL provision for Grade 11 and 12 *Subject offerings will be based on students' selection and demand *Environmental Systems And Societies SL, French A: Literature SL/HL, History SL/HL, English A: Literature SL/HL, Chinese A: Literature SL/HL Sports, Exercise and Health Science are not offered for AY2024 Please refer to the subject selection options on our website https://www.xwa.edu.sg/curriculum/grades-11-12/
	nups.//www.xwa.edu.sg/cumediani/grades=++=+z/
12) Scheduled holidays (public and school) and/or semester/term break for course	XCL World Academy School Year runs from August to June. Important school events and scheduled holidays are published on the school website at https://www.xwa.edu.sg/school-life/academic-calendar/. Dates may change from time to time as determined by the School. Additional days may be added in the event that days are lost due to emergencies, inclement weather or other unforeseen events. Public holidays are advised by the Singapore Ministry of Manpower and are sometimes varied or confirmed throughout the year.
13) Examination and/or other assessment period	There is continual assessment of each child's achievements. Teachers use a variety of techniques including testing for knowledge and skills, observations, portfolios of students' work and analysis of book, project and practical work. Attitude, learning skills, social relationships and effort are considered equally important when looking at the overall development of a child. Parent/Teacher/Student conferences are held for discussions of each student's social and academic progress.
14) Expected examination results release date	Detailed descriptive reports are distributed quarterly (four times a year)
	and can also be accessed through the school's parent portal. Reports are distributed duarteny (four times a year) and can also be accessed through the school's parent portal. Reports are distributed at the end of the term in September, December, March and June.
15) Expected award conferment date	High School Graduation Diploma For Grade 12: The High School Graduation Diploma will be awarded to all Grade 12 students on successful completion of all required components of the course in or around the month of May. IB Diploma For Grade 12: The IB Diploma is awarded to successful students after the IBDP examination results are released in July. For Other Grades N.A

SCHEDULE B COURSE FEES

Fees Breakdown	Total Payable (with GST, if any) (S\$)
Annual Course Fees	
Development Fee	
Total Course Fees Payable	
No. of Instalments:	

INSTALMENT SCHEDULE

2. Instalment ² Schedule	Amount (with GST, if any) (S\$)	Date Due
1st instalment		Semester 1 15 days from date of invoice issuance, or prior to the first day of attendance, whichever is earlier.
2nd instalment		Semester 2 15 days from date of invoice issuance, or prior to the first day of attendance, whichever is earlier.
Total Course Fees Payable		

² Each instalment amount <u>shall not exceed</u> the following:

• 12 months' worth of fees for EduTrust certified PEIs*;

- 6 months' worth of fees for non-EduTrust certified PEIs with Industry Wide Course Fee Insurance Scheme (IWC)*; or

- 2 months' worth of fees for non-EduTrust-certified PEIs without IWC*.

* Delete as appropriate by striking through.

* The tuition fees which are payable by the Parents/Legal Guardian/Student may be pro-rated where a new student commences his/her studies midway through the academic year (see Clause 4 of the Terms and Conditions) or amended where the Student is subject to a financial arrangement agreed between the school and the Student (e.g. child of a school staff). The amended fees shall be reflected in the invoice/statement issued by the school for payment. For avoidance of doubt, the tuition fees payable for each School Year are divided into two instalments and charged on a semestral basis. The length of each semester is not a relevant factor.

SCHEDULE C MISCELLANEOUS FEES³

Amount (with GST, if any) (S\$)
S\$975 Upon application
S\$5,668
S\$7,422 per annum
S\$3,996 per annum
Ranging from *S\$0 to S\$5,000 (Specific to individual ELP activity)
Ranging from *S\$0 - S\$2,100
Ranging from *S\$0 - S\$6,300 (If the activity is held overseas, more charges may be incurred)

Graduation Fee	Ranging from *S\$0 - S\$300
School Uniforms (Paid to External Uniform Vendor) #Price list available from vendor (https://modalive-xcl.com/)	Price list available from vendor (https://modalive-xcl.com/)
Lock for student lockers	Ranging from *S\$4 - S\$10
Lost or damaged textbooks/library books	Price will depend on book value
Lost or damaged IT equipment i.e. MacBook Air, iPad Air, portable charger, cables (Devices will be assigned to students as deemed necessary by the school, and a Device Issuance Agreement will need to be signed upon issuance of the devices)	Service costs (range from S\$20 - S\$3,000) are subject to the type and degree of damage and vendor costs. *Refer to Device Issuance Agreement on types of damages and costs
Door-to-Door and/or ECA Bus Service (Paid directly to external vendor)	#Charges are dependent on distance travelled. Please refer to Bus Service pricing list on school website, <u>https://www.xwa.edu.sg/school-life/school- bus-service/</u>
Extra-Curricular Activities provided by external vendor(s) payable to service provider	Ranging from *S\$100 - S\$800 per quarter, depending on the service provider
Online and externally provided courses	Cost will depend on Course selection
Diagnostic testing / Assessment fee (if applicable)	S\$0 - S\$600
Bank Charges (for payment to school)	Payment using credit/debit card system (e.g., Visa, Master or Amex) will incur an additional administrative / processing fee, up to 3%, levied by the payment processor/bank.
Replacement of Student / Parent ID Card	S\$25 per card
Late Fees 1st reminder: 14 days after invoice due date Subsequent reminders: At least 14 days after each reminder	Late fees will be charged at S\$250 per reminder

3. Miscellaneous Fees refer to any non-compulsory fees which the students pay only when applicable. Such fees are normally collected by the PEI when the need arises.

*These figures are estimates only and notification will be made of the actual amount prior to payment

SCHEDULE D REFUND TABLE

% of [the amount of fees paid under Schedules B]	If Student's written notice of withdrawal is received:
90%	Within 7 working days 'cooling-off' period after the date the contract has been signed by both parties and regardless of whether withdrawal occurs before or after Course Commencement Date, less any consumed tuition fees if student has started to attend class.
75%	On or before June 1 st in relation to students due to commence during semester 1 (August to December);
	Or
	On or before Dec 1 st for students due to commence in semester 2 (January to June)
0%	After June 1 st in relation to students due to commence during semester 1 (August to December);
	Or
	After Dec 1 st for students due to commence in semester 2 (January to June).
0%	After the commencement of a semester. If a student has attended school during semester 1 or semester 2, there will be no refund of tuition fees for early withdrawal regardless of when notice of withdrawal is given (unless during the 'cooling-off' period).

A. Outstanding Payments / Non-Payment of Fees

Students with outstanding accounts may be temporarily or permanently excluded from the school; and/or late payment fees being charged until such time as their accounts are current. Continued outstanding accounts may lead to the exclusion of the student, withholding of documents, such as reports, references and/or examination results, and claims for lost fees made against the family. If any payment remains due upon withdrawal from XCL World Academy, transcripts, transfers, or other records may be withheld until full payment is received.

B. Non-refundable Fees

The Application fee and Enrolment fee are strictly non-refundable and non-transferrable in all circumstances.

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

SIGNED by the PEI

Sammy Murphy

Authorised Signatory of the PEI Name: Tammy Murphy Designation: XWA Head of School Date:



Seal of PEI

SIGNED by the Student

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

Name of Student:

Date:

Name of Parent or Legal Guardian:

Date:

COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

This document sets out the basis which XCL World Academy may collect, use, disclose or otherwise process personal data of students, parents and/or legal guardians in accordance with the Personal Data Protection Act ("**PDPA**"). This document applies to personal data in XCL World Academy's possession or control, including personal data in the possession of organisations which XCL World Academy has engaged to collect, use, disclose or process personal data for the purposes set out below.

To process, administer and/or manage your enrolment or your child's enrolment with XCL World Academy as a student of XCL World Academy, XCL World Academy will necessarily need to collect, use, disclose and/or process personal data belonging to you and/or your child. Such personal data includes information about you and/or your child set out in our application forms and documents and any other personal information provided by you, possessed by us or that we obtain about you and/or your child, whether now or in the future.

Your failure to supply certain personal data to us (or if we are not permitted by you to process your or your child's personal data), may/would result in us being unable to process, administer and/or manage your child's enrolment with us. Depending on the extent by which you do not permit us to process your or your child's personal data or the extent of personal data which you do not provide to us, it may mean that we will not be able to process, administer and/or manage your child's enrolment.

We will/may collect, use, disclose and/or process your or your child's personal data for one or more of the following purposes:

- a. considering and/or processing your or your child's admission to XCL World Academy including but not limited to administering our entrance examinations and collecting your employment history and records for verification purposes;
- b. facilitating, processing, dealing with, administering, managing and/or maintaining your or your child's enrolment with us, including but not limited to processing and/or administering tuition fee-related matters, applications to withdraw enrolment, academic curriculum matters and applying for overseas travel insurance for students;
- c. administering, processing and/or managing your or your child's application(s) for government subsidies, awards, scholarship, financial assistance, grants or bursaries;
- d. supporting, managing and/or advising on your or your child's studies, development, well-being, health, medical needs and safety such as but not limited to providing student support services, counselling and careers advice;
- e. administering and/or managing activities and/or events organised by XCL World Academy;
- f. administering and/or managing the use of facilities including but not limited to your or your child's accommodation needs at our dormitories (where applicable);
- g. facilitating, processing, dealing with and/or administering your or your child's admission application to a university/school including but not limited to disclosing your or your child's test scores, academic transcripts and medical records that are in our possession to the relevant university/school;
- conducting publicity and/or developing promotional materials to publicise XCL World Academy including but not limited to publishing your or your child's image and/or personal data on public media platforms and XCL World Academy's promotional materials. Consent will be obtained where images can clearly identify your child, and where your child can be considered to be the main subject matter;
- i. carrying out your instructions or responding to any enquiry given by (or purported to be given by) you or on your behalf;
- j. contacting you or communicating with you via phone/voice call, text message and/or fax message, email and/or postal mail for the purposes of administering and/or managing your or your child's enrolment with us such as but not limited to communicating information to you related to XCL World Academy events, studies, training and competition arrangement, fees and boarding and communicating with your child and/or you in the event of public transport disruptions. You acknowledge and agree that such communication by us could be by way of the mailing of correspondence, documents or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages;
- k. carrying out due diligence or other screening in accordance with any legal or regulatory obligations or our risk management procedures that may be required by law or that may have been put in place by us;
- to prevent or investigate any fraud, unlawful activity or omission or misconduct, whether relating to your or your child's enrolment with us or any other matter arising from your or your child's enrolment with us, and whether or not there is any suspicion of the aforementioned;
- m. complying with or as required by any applicable law, governmental or regulatory requirements of any relevant jurisdiction, including meeting the requirements to make disclosure under the requirements of any law binding on us and/or for the purposes of any guidelines issued by regulatory or other authorities, whether in Singapore or elsewhere, with which we are expected to comply;
- n. complying with or as required by any request or direction of any governmental authority; or responding to requests for information from public agencies, ministries, statutory boards or other similar authorities. For the avoidance of doubt, this means that we may/will disclose your or your child's personal data to the aforementioned parties upon their request or direction;
- conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve our support programmes, services and facilities in order to enhance your or your child's enrolment with us or for your benefit, or to improve any of our services for the benefit of our students;
- p. storing, hosting, backing up (whether for disaster recovery or otherwise) of your and your child's personal data, whether within or outside Singapore;
- q. administering disciplinary and security matters and/or arrangements including but not limited to the administration and provision of student passes; and
- r. maintaining and promoting your or your child's/ward's alumnus relationship with us by informing and inviting you or your child to activities and events organised by us, and providing updates and communications between students, staff and parents, including not limited to updates on online platforms, classroom learning, portfolio software, admissions, marketing, and school administration of XCL World Academy by phone/voice call, short text message, email and/or postal mail.

(collectively, the "Purposes").

We may/will also be collecting from sources other than yourself, personal data about you, for one or more of the above Purposes, and thereafter using, disclosing and/or processing such personal data for one or more of the above Purposes.

XCL World Academy may/will need to disclose your or your child's personal data to third parties, whether located within or outside Singapore, for one or more of the above Purposes, as such third parties, would be processing your or your child's personal data for one or more of the above Purposes. In this regard, you hereby acknowledge, agree and consent that we may/are permitted to disclose your or your child's personal data to such third parties (whether located within or outside Singapore) for one or more of the above Purposes and for the said third parties to subsequently collect, use, disclose and/or process such personal data for or more of the above Purposes. Without limiting the generality of the foregoing or of paragraph 4, such third parties include :

- a. our associated or affiliated organisations or related organisations;
- any of our agents, contractors or third party service providers that process or will be processing your or your child's personal data on our behalf including but not limited to those which provide administrative or other services to us such as mailing houses, telecommunication organisations, information technology organisations; data centres and academic and examination administration centres;
- c. third parties to whom disclosure by XCL World Academy is for one or more of the Purposes and such third parties would in turn be collecting and processing your personal data for one or more of the Purposes; and
- d. public and governmental / regulatory authorities and statutory boards.

For the avoidance of doubt, where XCL World Academy is required to transfer your or your child's personal data outside of Singapore as stated above in paragraph 6, XCL World Academy shall take such steps to ensure that the receiving organisation is bound by legally enforceable obligations such as:

- a. where the receiving party is an associated or affiliated organisation or related organisation, a set of binding corporate rules; and where the receiving party is an unrelated third party; a contract or written agreement;
- b. to provide a standard of protection to the personal data so transferred that is comparable to the standard of protection afforded under the PDPA.

For the avoidance of doubt, in the event that Singapore personal data protection law permits an organisation such as us to collect, use or disclose your or your child's personal data without your consent, such permission granted by the law shall continue to apply.

Questions

If you have any questions relating to our collection, use and disclosure of your personal data or the matters set out in this document, you may contact the Director of Technology & Innovation at m.leicht@xwa.edu.sg.

SIGNED by the Student

Name of Student:

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

Name of Parent or Legal Guardian:

Date:

Date: