

Terms & Conditions for Registration of Courses 2015

Interpretation

1. In these Terms & Conditions, the following words and phrases shall bear the following meanings, unless the context requires otherwise:
 - a. **"Academic Year"** means an academic year at the Centre, which runs from 1st December to 30th November of the following year;
 - b. **"Calendar Month"** means a full month commencing on the 1st day of a calendar month and ending on the last day of that calendar month;
 - c. **"Mind Stretcher"** or "Centre" means any legal entity which runs tuition / enrichment / academic programmes and/or workshops / seminars under the "Mind Stretcher" or "Mind Stretcher Learning Centre" names, Mind Stretcher Learning Centre Pte Ltd, and Mind Stretcher Education Pte Ltd.
 - d. **"Centre"** means the Mind Stretcher centre as indicated on the Registration / Renewal Form.

Conditions of Registration

2. The enrolment / continued enrolment of the Student in the course(s) indicated on the Registration / Renewal Form [the **"Registered Course(s)"]** shall be conditional upon, inter alia:
 - a. payment of a deposit equivalent to 1 month of course fees for the Registered Course(s) (the **"Deposit"**), together with the applicable Goods & Services Tax ("GST") or any other tax that may be levied by the Government of Singapore from time to time, upon the registration/renewal of the Student's enrolment in the Registered Course(s). For the avoidance of doubt, and subject to these General Terms, the Deposit shall be used to pay for any outstanding amounts owed to Mind Stretcher, which shall include but is not limited to the course fees for the final month of the Registered Course(s);
 - b. purchase of prescribed books for the Registered Course(s) (if applicable); and
 - c. advance payment of the monthly course fee(s) for all Registered Course(s) before the 1st day of each Calendar Month.
3. In the event that course fee(s) due for any Calendar Month remain(s) unpaid at the end of that Calendar Month, Mind Stretcher shall disallow the Student from attending any class(es) in the Registered Course(s) from the following month.
4. Notwithstanding anything in these General Terms, the Student is not entitled to receive any materials for any classes which he or she has not paid for. In the event that the Student is registered for any of the Registered Course(s) after an Academic Year has begun, the Student shall be entitled to receive worksheets only from the date on which he or she begins attending the Registered Course(s).

5. Classes will not be held on the eve of Chinese New Year, the eve of Hari Raya Puasa, the eve of Deepavali and any other public holidays which may be gazetted by the Government of Singapore from time to time. No make-up classes will be scheduled, and no refund of course fees will be given in lieu of any classes which would otherwise have been held on the aforementioned days.

6. Mind Stretcher shall not be obliged to refund any part of the monthly course fees in the event that the Student fails to attend any class in the Registered Course(s) for any reason whatsoever. Subject to these General Terms, and in the event that the Student does not turn up for classes and the fees for that month remain unpaid, the Deposit shall be used to settle the unpaid fees.

Make-Up Classes

7. In the event that the Student fails to attend a class in any of our courses (with the exception of Pre-Primary), Mind Stretcher may at its sole discretion, allow the Student to make-up the missed lesson by attending another on-going class within the same Centre during the same academic week (i.e. from Monday to Sunday), **provided that:**

- a. there is more than 1 class of the same subject;
- b. there is a vacancy in the class that the Student intends to attend as the make-up class;
- c. the Student or Parent submits either of the following original documents;
 - (i) medical certificate; or
 - (ii) letter from school, which states that the Student has compulsory school activities, the timing of which clashes with the Student's classes at the Centre;and
- d. the Student has not attended any make-up class for the relevant Registered Course within the same Calendar Month.

8. In the event that it is not possible to arrange a make-up class due to no vacancy in other classes, the course fees for the relevant Registered Course shall not be refunded or pro-rated, even if the Student has valid reason(s) for missing the class.

Withdrawals & Refunds

9. A **written Notice of Withdrawal** must be given at least **one Calendar Month** of the Student's withdrawal from any of the Registered Course(s), and the Deposit shall be used to offset the course fees due for the relevant notice period. In the event that **less than one Calendar Month** notice is given, Mind Stretcher shall not be obliged to refund any part of the Deposit.

10. In the event that a Parent decides to withdraw the student (regardless of reasons) before the Registered Course(s) commence(s), the Deposit **will be forfeited**. The one calendar month written notice in **Clause 8** will not be applicable in this instance.

11. Unless otherwise stated, all monies paid are non-refundable and non-transferrable to another student, regardless of whether the Registered Course(s) has / have commenced.

Transfers

12. A **written Notice of Transfer** must be given at least **one Calendar Month** of the transfer from one course to another, or from one centre to another. While Mind Stretcher shall try to comply with the request for transfer, there may be times when the transfer cannot be done, due to operational reasons. Mind Stretcher is not liable for any direct or indirect loss or damage caused or arising from the failure to comply with the transfer request. In the event that Mind Stretcher is unable to comply with the request for transfer, and the Parent decides to withdraw the Student from the relevant Registered Course(s) or Centre, the aforementioned written notice of the transfer request shall not constitute the written notice described in **Clauses 8 & 9** under any circumstances.
13. Any transfers can only take effect on the first lesson of the following Calendar Month, subject to the written notice described in **Clause 11**.

Intellectual Property & Media Rights

14. Unless stated otherwise, Mind Stretcher owns the intellectual property and / or licensing rights subsisting in all worksheets and other study materials distributed or used during the Registered Course(s), and both the Parent and Student are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting in any form or by any means whatsoever (including mechanical, electronic, recording, photocopying or otherwise) the abovementioned worksheets and other study materials without Mind Stretcher's prior written permission.
15. Mind Stretcher may copy, reproduce, display, distribute and use any photographs or videos taken of the Student during the Registered Course(s), as well as any intellectual property produced by the Student as part of the Registered Course(s),
16. Mind Stretcher may publish the Student's academic achievements in any form or media at any time, even after the Student has withdrawn from the Centre.

Other Conditions

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| <p>17. The Parent hereby warrants that the Student is registered for the Registered Course(s) <u>at the same level at which the Student is currently enrolled for in his / her formal education</u> (e.g. if the Student is in P2 at a MOE government primary school, the Student must register for P2 courses at Mind Stretcher). Mind Stretcher does not allow any skipping of levels under any circumstances.</p> |
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18. Mind Stretcher reserves the right to, and shall in its sole discretion, (a) transfer, combine or dissolve a class and change teachers, and/or (b) terminate the Student's place in any of the Registered Course(s).
19. While Mind Stretcher will take reasonable precautions to ensure the safety of the student, Mind Stretcher assumes no liability for personal injury, loss or damage of any kind whatsoever which might be sustained by the student in undertaking any activity or anything during the registered course(s), whether under the direction of Mind Stretcher or otherwise, and generally for any such injury, loss or damage howsoever caused except by the wilful default of Mind Stretcher, its servants and agents.
20. The Parent hereby releases Mind Stretcher, its servants and agents from all liability for such injury, loss or damage of any other kind whatsoever which might be sustained by the Student in undertaking any activity or anything during the Registered Course(s) or / and in the Centre, whether under the direction of Mind Stretcher or otherwise, and generally for any such injury, loss or damage howsoever caused except by the wilful default of Mind Stretcher, its servants and agents.
21. Mind Stretcher shall not be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond Mind Stretcher's reasonable control.
22. The Registration / Renewal Form and these general Terms contain the whole agreement between the Parent, Student and Mind Stretcher and supersedes any prior written or oral agreement between them relating to the Student's enrolment in the Registered Course(s) and the parties confirm that they have not entered into this agreement on the basis of any representations that are not expressly incorporated in the Registration / Renewal Form and these general Terms.

PDPA Clause

23. The Parent consents to the collection, use and disclosure of his / her personal data as well as the personal data of the Student in accordance with the purposes specified in the **Personal Data Protection Policy**.