

**3 TERMINATION AND REFUND POLICY (Please refer to the diagram in Schedule E)**

3.1 The PEI will notify the Student in writing within three (3) working days after becoming aware of any of the following (each a "RefundEvent"):

- a. It cannot commence the provision of the Course on the Course Commencement Date;
- b. It cannot complete the provision of the Course by the Course Completion Date;
- c. The Course will be terminated before the Course Completion Date;
- d. The Student does not meet the course entry or matriculation requirements as stated in Schedule A; or
- e. The Immigration & Checkpoints Authority of Singapore (the "ICA") rejects the Student's application for the Student Pass.

3.2 Where any of the Refund Events in Clause 3.1(a) to (c) above has occurred:

- a. The PEI shall use reasonable efforts to make alternative study arrangements for the Student and shall propose such alternative study arrangements in writing to the Contracting Party, within ten (10) working days of informing the Contracting Party of the Refund Event.
- b. If the Contracting Party accepts such alternative study arrangements, the PEI shall set forth such alternative study arrangements in a written contract and this Contract shall automatically terminate on the date that such new written contract comes into effect.
- c. If the PEI does not propose alternative study arrangements to the Contracting Party within the time stipulated in Clause 3.2(a) above, or the Contracting Party does not accept such alternative study arrangements, the Contracting Party may forthwith terminate this Contract by way of a written notice to the PEI.

3.3 Where any of the Refund Events in Clauses 3.1(d) to (e) has occurred, the PEI shall forthwith terminate this Contract by way of a written notice to the Contracting Party.

3.4 If the Contract is terminated pursuant to Clause 3.2(b) read with Clause 3.1(a), the PEI shall refund all Course Fees and Miscellaneous Fees paid by the Contracting Party within seven (7) working days of the termination.

3.5 If the Contract is terminated pursuant to Clause 3.2(b) read with either Clause 3.1(b) or Clause 3.1(c), the PEI shall refund the Course Fees and Miscellaneous Fees in proportion to the uncompleted portion or duration of the Course, whichever is higher, to the Contracting Party within seven (7) working days of the termination.

3.6 If the Contract is terminated pursuant to Clause 3.3 or Clause 3.2(c) read with Clause 3.1(a), the PEI shall refund all Course Fees and Miscellaneous Fees paid by the Contracting Party within seven (7) working days of the termination.

3.7 If the Contract is terminated pursuant to Clause 3.2(c) read with either Clause 3.1(b) or Clause 3.1(c), the PEI shall refund the Course Fees and Miscellaneous Fees in proportion to the uncompleted portion or duration of the Course, whichever is higher, to the Contracting Party within seven (7) working days of the termination.

**3.8 Refund for Withdrawal During the Cooling-Off Period:**

Notwithstanding anything herein contained, the Contracting Party shall be entitled to, without any liability whatsoever to the PEI, forthwith terminate the Contract at any time within the Cooling-Off Period by way of a written notice to the PEI. The PEI shall return all Course Fees and Miscellaneous Fees paid to it within seven (7) working days of the receipt of the written notice.

**3.9 Refund for Withdrawal Outside the Cooling-Off Period:**

Without prejudice to Clauses 3.1 to 3.8 above, the Contracting Party may terminate the Contract at any time before the Course Completion Date by providing a written notice to the PEI. Upon receipt of such notice, the PEI shall within seven (7) working days, refund to the Contracting Party such amount (if any) as determined in accordance with Schedule D.

**SCHEDULE E  
SECTION 3**

