REFUND POLICIES (as found in the PEI - Student Contract)

a) <u>Terms and Conditions for Refund for Withdrawal stated in Clauses 3.1 to 3.7 of</u> the PEI-Student Contract:

As per **Clause 3.1** of the Standard PEI-Student Contract, BAC will notify the student in writing within three (3) working days after becoming aware of any of the following:

- 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;

As per Clause 3.2 of the PEI-Student Contract:

Where any of the Refund Events in Clause 3.1(a) to (c) of the PEI-Student Contract has occurred:

- f. BAC 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.
- g. If the Contracting Party accepts such alternative study arrangements, BAC 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.
- h. If the BAC does not propose alternative study arrangements to the Contracting Party within the time stipulated in Clause 3.2(a), or the Contracting Party does not accept such alternative study arrangements, the Contracting Party may forthwith terminate the PEI-Student Contract by way of a written notice to BAC.

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

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

As per Clause 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), BAC 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.

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

As per Clause 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), BAC 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.

b) Refund for Withdrawal Outside the Cooling-Off Period as per Clause 3.9

If the Student withdraws from the Course for any reason stated in Clause 3.9 of the standard PEI-Student contract, BAC will, within seven (7) working days of receiving the student's written notice of withdrawal, and where applicable, refund to the Student an amount based on the table in **Schedule D** of that contract.

Clause 3.9 states – Without prejudice to Clauses 3.1 to 3.8, the Contracting Party may terminate the Contract at any time before the Course Completion Date by providing a written notice to BAC. Upon receipt of such notice, BAC shall within seven (7) working days, refund to the Contracting Party such amount (if any) as determined in accordance with **Schedule D**.

Schedule D reads as follows:

% of [the amount of Course Fees and Miscellaneous Fees paid under Schedules B and C] If Student's written notice of withdrawal is received:

[80%] More than 30 working days before the Course Commencement Date

[50%] On or before, but not more than 30 working days before the Course Commencement Date

[20%] After, but not more than 7 working days after the Course Commencement Date

[0%] More than 7 working days after the Course Commencement Date. (In addition, any part of the full course fees that has not been paid by the student at the time of the withdrawal shall become payable.)

c) Refund for Withdrawal During Cooling-Off Period as per Clause 3.8

BAC will provide the students with a cooling-off period. The cooling off period shall refer to the period of ten (10) calendar days commencing from and including the date of the PEI-Student Contract.

Clause 3.8 of the PEI-Student Contract states – 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.

In such instance, BAC shall return all Course Fees and Miscellaneous Fees paid to it within seven (7) working days of receipt of the written notice.

d) Terms and Conditions of Refund for other purposes

Students may opt for deferment of the course or subjects and as such, payment of fees already collected in relation to those course or subjects may be refunded to the student on a case-by-case basis subject to the approval by BAC and fulfilling the formalities in POM 4.3.1.

Any other refund requests that may be decided on a case-by-case basis at the

absolute discretion (e.g. on compassionate grounds outside the refund table in Schedule D) of BAC shall also be subject to the fulfillment of the formalities in POM 4.3.1.