

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 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, _____ (NRIC/Passport number) _____
 (name of student/parent/guardian) (NRIC/passport no)

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

for myself / my ward ** _____ (NRIC/Passport number) _____
 (name of ward) (NRIC/passport no)

with **XCL American 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 is under eighteen (18) years of age, the Student will be represented by the Parent/Legal Guardian.

This Contract is made between:

(1) Registered Name of PEI : XCL American Academy

Registration Number : 202032207C

(2) Full Name of Student : _____
(as in NRIC for Singapore Citizen (SC) and Permanent Resident (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.*

Where non-applicable, put "N.A.". Leave no fields blank.

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 Schedule A 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 Schedule A, unless otherwise permitted by CPE.
- 1.3 The Course Fees payable are set out in Schedule B and the optional Miscellaneous Fees in Schedule C.
- 1.4 The PEI considers payment made after 30 days of the invoice per 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 Refund for Withdrawal Due to Non-Delivery of Course:

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 Schedule A 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 Schedule D.

2.3 Refund During Cooling-Off Period:

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

The Student will be refunded the highest percentage (stated in Schedule D) 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 CPE.

1) Course Title	American Curriculum – Common Core USA Standards AERO Standards (Common Core International Standards)
2) Course Duration (in months)	9.3 months
3) Full-time or Part-time Course	Full-Time Course
4) Course Commencement Date	10 August 2022
5) Course Completion Date	14 June 2023
6) Date of Commencement of Studies if later than Course Commencement Date <i>Note: "N.A." if both dates are the same</i>	N.A
7) Qualification <i>(Name of award to be conferred on the Student upon successful Course completion)</i>	N.A
8) Organisation which develops the Course	XCL American Academy
9) Organisation which awards/ confers the qualification	N.A
10) Course entry requirement(s)	<p>Age requirements Please refer to the Grade Placement Guide as outlined on the school website, https://www.xaa.edu.sg/admissions/</p> <p>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.</p>
11) Course schedule with modules and/or subjects	<p>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.</p> <p><u>Nursery</u> Students in Nursery learn the following skills:</p> <ul style="list-style-type: none"> ● Self-management skills ● Thinking skills ● Social skills ● Communication skills ● Motor skills <p><u>Kindergarten</u> Students in Pre-K to KG2 learn the following skills:</p> <ul style="list-style-type: none"> ● English (Reading, Speaking & Writing) ● Mandarin/Spanish ● Science ● Social Studies ● Arts: Arts and/or Music and/or Drama and/or Dance ● Mathematics ● Physical Education

	<p><u>Elementary School and Middle School</u></p> <p>Students in G1 to G8 receive instructions in the following subjects:</p> <ul style="list-style-type: none"> ● English: Reading, Speaking and Writing ● Mandarin/Spanish ● Arts: Arts and/or Music and/or Drama and/or Dance ● Mathematics ● Science ● Social Studies ● Physical Education
12) Scheduled holidays (public and school) and/or semester/quarter break for course	<p>XCL American Academy Year runs from August to June.</p> <p>Quarter 1 – August 10 to October 7 Quarter 2 – October 17 to December 16 Quarter 3 – January 9 to March 24 Quarter 4 – April 3 to June 14</p> <p>Important school events and scheduled holidays are published on the school website at https://www.xaa.edu.sg/school-life/academic-calendar/. Dates may change from time to time as determined by the School.</p> <p>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.</p>
13) Examination and/or other assessment period	<p>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.</p> <p>Parent/Teacher/Student conferences are held for discussions of each student's social and academic progress.</p>
14) Expected examination results release date	<p>Detailed descriptive reports are distributed quarterly (four times a year) and can also be accessed through the school's parent portal. Reports are distributed at the end of the quarter normally in September, December, March and June.</p>
15) Expected award conferment date	N.A

1 Or otherwise agreed in writing between XAA and the Student or the Parents/Legal Guardians of the Student.

**SCHEDULE B
COURSE FEES**

Fees Breakdown	Total Payable (with GST, if any) (S\$)
Annual Course Fees	
Total Course Fees Payable:	
No of Instalments:	2

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 shall not exceed 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 either 2 or 4 equal instalments and are charged accordingly. The length of each semester is not a relevant factor.

SCHEDULE C
MISCELLANEOUS FEES³

Purpose of Fee	Amount (with GST, if any) (\$\$)
Application Fee (Upfront, non-refundable payment)	S\$888 Upon application
Enrolment Fee (Upfront, non-refundable payment)	S\$2,480
English as an Additional Language (EAL) Fee: Basic Level English as an Additional Language (EAL) Fee: Enhanced Level This is payable once the students are assessed and determined by XCL American Academy that such support is required. The EAL programme fees may be pro-rated when a new student commences his/her studies midway through the academic year, which will be calculated on a pro-rated week basis from the date the student starts at XCL American Academy within a semester until the end of the semester.	S\$1,250 per quarter S\$1,600 per quarter
Overnight/overseas Learning Trips Fees which include but are not limited to: <ul style="list-style-type: none"> ● Camps ● Field trips ● In-Country Programme ● Visa Entry Costs Overnight/overseas Learning Trip(s), if provided, are an integral part of the school curriculum, and students are expected to participate in such overnight trip(s) as part of their educational journey. No refunds will be made if student chooses to withdraw from the OLT after payment is made as fees are paid to external vendors / venues.	Ranging from *S\$10 to S\$2,000 (Specific to individual activity and/or location)
Examination fee (Paid by the school on behalf of students to external examination agencies)	Examination fee depends on actual cost
Competition and Activity Fees <ul style="list-style-type: none"> ● Competition Fee ● Swim Meet Fee ● Theatre Fee ● Etc 	Ranging from *S\$0 - S\$6,000 (If the activity is held overseas, more charges may be incurred)
Graduation Fee (School's transcripts and certificates)	Ranging from *S\$70 - S\$200
School Uniforms (Paid to External Uniform Vendor) * Price list available from vendor	Ranging from *S\$ 100 to S\$150 (per set) Upon purchase of uniforms
Lost or damaged textbooks/library books	Price will depend on book value
Technology Fee	S\$125 per quarter (For students from Grade 5 to Grade 8, it becomes necessary for students to have their own learning device to bring to school and take home, and the school will issue students with a device if they don't already have one. To enrich learning experiences and personalize instruction, the technology fee covers technology support, and school-provided learning applications and software installed in the device.)

<p>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 students and/or parents are expected to sign a Device Issuance Agreement and the school's ICT End-User Policy.)</p> <p>*Service costs are subject to change without notice.</p>	<ul style="list-style-type: none"> *Macbook service cost: <table border="1"> <thead> <tr> <th>Damage Type</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>Screen Crack</td> <td>S\$703</td> </tr> <tr> <td>Case dent – Top</td> <td>S\$703</td> </tr> <tr> <td>Case dent – Bottom</td> <td>S\$514</td> </tr> <tr> <td>Missing Keys</td> <td>S\$150</td> </tr> <tr> <td>Water damage</td> <td>S\$1,320</td> </tr> <tr> <td>Lost Device</td> <td>S\$1,320</td> </tr> <tr> <td>Lost/Damaged Charger</td> <td>S\$100</td> </tr> </tbody> </table> *Ipad Service Cost: <table border="1"> <thead> <tr> <th>Damage Type</th> <th>Cost (Mini)</th> <th>Cost (Air)</th> </tr> </thead> <tbody> <tr> <td>Screen Crack</td> <td>S\$617</td> <td>S\$732</td> </tr> <tr> <td>Case dent</td> <td>S\$617</td> <td>S\$732</td> </tr> <tr> <td>Water damage</td> <td>S\$617</td> <td>S\$732</td> </tr> <tr> <td>Lost Device</td> <td>S\$617</td> <td>S\$732</td> </tr> <tr> <td>Lost/Damaged Charger</td> <td>S\$31</td> <td>S\$31</td> </tr> </tbody> </table> 	Damage Type	Cost	Screen Crack	S\$703	Case dent – Top	S\$703	Case dent – Bottom	S\$514	Missing Keys	S\$150	Water damage	S\$1,320	Lost Device	S\$1,320	Lost/Damaged Charger	S\$100	Damage Type	Cost (Mini)	Cost (Air)	Screen Crack	S\$617	S\$732	Case dent	S\$617	S\$732	Water damage	S\$617	S\$732	Lost Device	S\$617	S\$732	Lost/Damaged Charger	S\$31	S\$31
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<p>Door-to-Door and/or ECA Bus Service (Paid directly to external vendor)</p>	<p>Charges are dependent on distance travelled.</p>																																		
<p>Extra-Curricular Activities provided by external vendor(s) and school staff</p>	<p>Ranging from *S\$100 to S\$500 per quarter, depending on the service provider</p>																																		
<p>Bank Charges</p>	<p>0% for telegraphic transfers and PayNow</p> <p>Payment using credit/debit card system (e.g, Visa, Master or Amex) will incur an additional 3% administration/processing fees, varies between banks.</p>																																		
<p>Late Fees</p>	<p>Late fees will be charged at the rate of 5% per annum calculated daily.</p>																																		

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 Quarter 1 or Quarter 2 (August to December); Or On or before Dec 1 st for students due to commence during Quarter 3 and Quarter 4 (January to June)
0%	After June 1 st in relation to students due to commence during Quarter 1 or Quarter 2 (August to December); Or After Dec 1 st for students due to commence during Quarter 3 and Quarter 4 (January to June)
0%	After the commencement of a semester. If a student has attended school during any of the quarter, 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 American 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



Authorised Signatory of the PEI
Name: Darin Carney
Designation: Superintendent
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:

Name of Parent or Legal Guardian:

Date:

Date:

COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

This document sets out the basis which XCL American 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 American Academy’s possession or control, including personal data in the possession of organisations which XCL American 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 American Academy as a student of XCL American Academy, XCL American 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 American 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 American 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;
- h. conducting publicity and/or developing promotional materials to publicise XCL American Academy including but not limited to publishing your or your child’s image and/or personal data on public media platforms and XCL American 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 American 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;
- l. 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;
- o. conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve our support programs, 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 American 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 American 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 one 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;
- b. 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 American 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 American Academy is required to transfer your or your child’s personal data outside of Singapore as stated above in paragraph 6, XCL American 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 our Data Protection Officer at dpo@xaa.edu.sg.



Authorised Signatory – For XCL American Academy
Name: Darin Carney
Designation: Superintendent
Date:

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:

Name of Parent or Legal Guardian:

Date:

Date:

XCL AMERICAN ACADEMY TERMS AND CONDITIONS OF ADMISSIONS

1. Accuracy of information provided

All information provided to XCL AMERICAN ACADEMY (SINGAPORE) PTE LIMITED (the “School”) must be true, complete and not misleading. The information included but not limited to full disclosure of the Student’s residency status, custody and care arrangements, medical, learning and behavioural, etc. It is the parent’s responsibility to ensure that Student has a valid residency pass while attending XCL American Academy (Singapore). The parents/guardians of the Student (“Parent”) must promptly update the School should any of the submitted details change and provide supporting documents requested by the School to prove the same.

2. Supporting documentation

All supporting documents requested during the admissions process must be provided to the School at least 7 days prior to commencement of classes. The School reserves the right to withdraw the offer of place if all supporting documents are not provided within this timeframe.

3. School policies

The Parents and Student must abide by all School policies as stated in the Student-Parent Handbook, as may be amended from time to time. A current copy of the Student-Parent Handbook is available to the family when a Student is successfully enrolled with the school.

4. Fee payment, enrolment and withdrawal

a. School fees, including but not limited to tuition, enrolment and re-application fees (if applicable) (“School Fees”) must be paid in accordance with the due dates of the relevant School semester/quarter to secure the Student’s place at the School. Furthermore, the Parents may be required to pay additional fees, including but not limited to fees to English as an Additional Language (if such individual needs are identified by the School) as “Miscellaneous Fees”. Please contact the School for a current list of Miscellaneous Fees that may be applicable. New Students commencing classes midway through a semester shall be entitled to have their Tuition Fees and Support Programme Fees (if applicable) prorated by weeks of attendance.

b. Failure to pay any School Fees may result in exclusion of the Student from the School.

c. Fees are reviewed annually. The revised fees for each school year will typically be reviewed in March/April each year (Review Date), and parents will be notified of the revised fee and invoiced by the School accordingly. The payment of the School’s invoice setting out such revised fees shall constitute unequivocal acceptance of the revised fees by the Parents. For the avoidance of doubt, as the School operates on a rolling admissions basis throughout the year, fees (including course fees) advised to Parents at the time of application may not reflect actual fees payable prior to commencement at the School. XAA has in place an industry wide coverage scheme to protect the course fees that students have paid.

* Please click [here](#) to view the full schedule School Fees

d. The Parents must give written notice to the Registrar at least sixty (60) days prior to the last day of attendance if the Student is withdrawing from the School. In the event of withdrawal, School Fees will be refunded in accordance with Schedule D of the Student Contract.

e. The School may coordinate with a third party transport services provider in order to provide transport services to Students at the School. However, such services are not included in the School Fees nor Miscellaneous Fees, and the terms and conditions of such services are to be agreed directly between the parents/guardians and the transport service provider.

5. Support Programme

Parents/Guardians warrant and declare that all information regarding support programmes, special needs and/or all other learning and behavioural issues of the Student was declared and made known to the School during the Application for Admissions or before the Student was admitted. If it subsequently becomes apparent after admissions of the Student that information was withheld or the School is unable to meet the needs of the Student, the School reserves the right to request for the withdrawal of the Student and refund the Student in accordance with the Refund Policy of the Student Contract.

English as an Additional Language Programme (EAL) is mandatory if, after the Student's assessment, the School determines that the Student requires such support. The cost of this programme is set out in Schedule C of the Student Contract.

6. Immunization/Vaccination

Vaccinations for Diphtheria and Measles are mandated by Singapore law under the Infectious Diseases Act (IDA) 1977 and 1985 respectively. The link is as follows:

<https://www.moh.gov.sg/policies-and-legislation/infectious-diseases-act>

With effect from 1 February 2019, foreign-born Students aged 12 years old and below, who are applying for the Dependant's Pass or Long-term Visit Pass issued by the Ministry of Manpower (MOM), and the Student's Pass issued by the Immigration & Checkpoint Authority (ICA) will be required to submit documented proof of vaccination or evidence of immunity for Diphtheria and Measles to the Health Promotion Board for verification. They will have to do so before they proceed with their application to MOM or ICA for their long-term stay in Singapore.

7. Use of Student Work/Photographs and Videos

Subject to the school's policy on the use of Student images, Parents/Guardians grant the School an irrevocable and perpetual license to use Student's work, photographs or videos of the Student, and other materials for purposes such as publishing or promoting The School to internal and external audiences, including in print and online. Parents/Guardians should email admissions@xaa.edu.sg if they wish to revoke such the permission.

8. Medical Insurance

The School has in place, a Student Accident Insurance to cover usual and customary expenses arising from an accident that occurs while on the school premises or while undertaking a school activity. The School has appointed AXA Singapore Insurance Pte Ltd as the insurer for the students' accident insurance. Parents are strongly encouraged to ensure their children are adequately covered for medical expenses.

9. Parent instructions to School

The School may rely solely on instructions from either Parent. In the event that the School becomes aware of a dispute between the Parents or in the event that the School receives conflicting instructions from the Parents, the School is entitled to rely upon the instructions of the person selected as the Primary Contact in the admissions application. The School will only deviate from this policy if the School is provided with a valid court order, which, if issued by a foreign court, is attested by the Singapore courts (a "Court Order").

10. Provision of information to parents

The School will provide information about the Student, including report cards, attendance records, and other items in the Student's file, either to the Student or to a Parent. In the event that the School becomes aware of a dispute between the Parents, and in order to protect the privacy of communications, the School will not share communications between the School and either Parent with the other Parent, unless required to do so by Court Order.

11. Appointed Guardian

If a Student does not reside with one or both parents, the parent must provide an appropriate living arrangement for the Student. It is the primary responsibility of the parents to appoint a guardian and the selection of the appropriate person or organisation rests with the parents. Parents must fully satisfy themselves as to the suitability of their chosen guardian and the appointed guardian takes full responsibility for the care of the Student. The school will only accept Students in the care of Guardians from Grade 6 upwards. A separate Guardianship Agreement must be signed.

12. Early Years Programme

Students enrolling into the PreKG, KG1 and KG2 programs must be completely toilet trained prior to attendance in these grades.

13. Medical liability

Neither the School nor any of its affiliates, shareholders, directors, employees, consultants or agents will be liable for injury to the Student resulting from improper treatment of the Student's medical conditions if the Parents fail to inform the School of such medical conditions in writing or comply with the School's medical policy or other instructions provided by the School or the Health Office Staff.

14. Waiver and indemnity

None of the School or any teachers or officials or voluntary helpers of the school shall have any liability or responsibility of whatsoever nature in respect of bodily injury to the Student:

- a. prior to actual delivery of the Student into the custody of the teachers or officials inside the School grounds, or after the child has been collected from the school grounds by a person authorized by the Parents to do so (for EY and PY), on a normal school day;
- b. whilst on School grounds outside the school's instructional times; or
- c. at any other time, unless the said child is in the direct custody or control of one of the teachers whilst on a recognized outing or function arranged by the School; and in any event not unless the injury is caused by or resulting from:
 - i.) the negligence of any employee, teacher or other person or persons authorized to act for or on behalf of the School; or
 - ii.) any defect on the premises of the School.

15. In addition, each Parent agrees, on a joint and several basis:

- a. to indemnify and keep indemnified the School in respect of any amounts which the School may pay, in respect of medical or other expenses arising from accidental bodily injury to the Student; and
- b. to indemnify and keep indemnified the School in respect of any loss or damage to property belonging to or in the custody or control of the School caused by the Student.

16. Dispute Resolution

Any and all disputes arising out of or in connection with these Terms and Conditions shall be settled following the School procedure. If the Parent/Guardian and the School cannot settle a dispute following the School procedure, the Parent/Guardian and the School may refer the dispute to the CPE Mediation-Arbitration Scheme. All disputes and resolutions of such disputes shall be strictly confidential between the parties.

17. The laws of Singapore will apply to how these Terms and Conditions of Admission will be read and to the rights the parties have hereunder.

18. Data protection

The School may share information provided by the Student or the Parents with the School's affiliates only for administrative and operational purposes. The School will not share this information with any other person unless the School has received the Students and/or Parents' prior written permission, except as may be required or permitted by law.

I hereby acknowledge and agree to XCL American Academy terms and conditions stated above.

Parent Name:

Parent Signature:

Signed Date: