

Terms & Conditions for Registration of MS Courses

I, the parent / guardian (the "Parent") of the student (the "Student"), hereby agree to the following terms and conditions (the "General Terms"):

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 1 Dec to 30 Nov 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; and
 - c. **"Mind Stretcher", "Centre", "MS" or "We"** means any entity which runs tuition / enrichment / academic programmes / workshops / seminars / all other programmes or events under the "Mind Stretcher", "Mind Stretcher Learning Centre", "MS Junior Campus", "Mind Stretcher Junior Campus", "Xue Hui Le", "学汇乐" names or any of their variations thereof in Singapore.

Conditions of Registration & Enrolment

2. The enrolment of the Student in the course(s) indicated on the Course Registration Form (the "**Registered Course(s)**") is conditional upon, inter alia:
 - a. payment of a registration fee (if applicable);
 - b. payment of a deposit equivalent to 1 month of course fees, unless otherwise specified, 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 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), if applicable;
 - c. purchase of prescribed books for the Registered Course(s), if applicable;
 - d. advance payment of the monthly or termly course fee(s) for all Registered Course(s) before the 1st day of each Calendar Month; and,
 - e. **in the event that course fee(s) remain(s) unpaid at the end of the Calendar Month in which they are due for payment, we reserve the right to disallow the Student from attending any class(es) in the Registered Course(s) from the following month.**
3. Notwithstanding anything in these General Terms, the Student is not entitled to receive any Mind Stretcher curriculum materials (in whatever form on whatever media) for any Registered Courses 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 / term has begun, the Student shall be entitled to receive the curriculum materials only from the date on which he or she begins attending the Registered Course(s).

4. 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 holiday 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.

5. There is no refund on any part of the monthly / termly course fees in the event that the Student fails to attend any class(es) 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 class(es) and the fees for that month / term remain unpaid, the Deposit shall be used to offset any unpaid fees. Any balance remaining after this offset of Deposit remains payable to us.

Make-Up Classes

6. In the event that the Student fails to attend a class in any of our courses (with the exception of Phonics & Reading courses offered under MS Junior Campus), 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 level, banding (A/HA/GEP) and subject within that Centre;
 - b. there is a vacancy in the class that the Student intends to attend as the make-up class;
 - c. the Student has not attended any make-up class for the relevant Registered Course within the same Calendar Month.

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

8. There will be no make-up classes or refund of fees if the Centre closes or there is a closure of classes due to an outbreak of contagious diseases (e.g. SARS) or other unforeseen circumstances beyond our control.

Withdrawals & Refunds

9. A **written notice of withdrawal** must be given at least **one Calendar Month** before 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, if applicable. In the event that **less than one Calendar Month** notice is given, no part of the Deposit will be refunded.
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 9 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 request for transfer** must be given at least **one Calendar Month** before the transfer from one course to another, or from one MS centre to another. Any transfer can only take effect on the first lesson of the following calendar month. In the event that we are unable to accommodate this request due to operational reasons or otherwise, and the Parent decides to withdraw the Student from the relevant Registered Course(s) or centre, the aforementioned written request for transfer shall not constitute the written notice of withdrawal described in Clause 9.

Intellectual Property

13. The Student and the Parent are prohibited from copying, reproducing, modifying, distributing or transmitting in any form or by any means whatsoever (including mechanical, electronic, recording, photocopying or otherwise) any of Mind Stretcher's curriculum material (be they worksheets, notes, study materials or other material in whatever form or medium) ("Prohibited Act"). The Student or Parent shall also not instigate, encourage or instruct anyone to carry out the Prohibited Act.
14. Mind Stretcher may copy, reproduce, display, distribute and use any work / material produced by the Student as part of the Registered Course(s).

Other Conditions

15. The Parent hereby warrants that the Student is registered for the Registered Course(s) at the same level at which the Student is currently enrolled for in his / her formal education [e.g. if the Student is in P2 at a MOE government primary school, the Student must register for P2 course(s) at Mind Stretcher]. Mind Stretcher does not allow any skipping of levels under any circumstances.
16. We reserve the right and the sole discretion to, (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).
17. 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 to property or any 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 however caused except by the wilful default of Mind Stretcher, its servants or agents.
18. 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.
19. Mind Stretcher shall not be liable for any default or closure of classes due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond Mind Stretcher's reasonable control.
20. It is the Parent's responsibility to monitor the health of their children before they come to the MS centre for lessons. If the Student is not feeling well, we reserve the right to put the Student in the office/administration area of the centre or send him home. The fees in respect of the lesson for that day will not be refunded. Attendance in any make-up classes is subject to clauses 6-7.
21. The Course Registration Form and these General Terms contain the whole agreement between the Parent, Student and Mind Stretcher and supersedes any prior written or oral agreement amongst 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 Course Registration Form and these General Terms.
22. The Parent hereby also 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 **MS Personal Data Protection Policy**