HOLLANDSE SCHOOL LIMITED

65 Bukit Tinggi Road, Singapore 289757
Tel: +65 6466 0662 Fax: +65 6467 7582

Student Contract

Regulation 25(5)(b)
Form 12 Private Education Act(No. 21 of 2009)

PRIVATE EDUCATION REGULATION
ADVISORY NOTE TO STUDENTS

This note is for a current and/or a prospective student.

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 ration of it's 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's offer of a place in a course of study offered or provided by the PEI.

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 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 or programme (by PEI);
e. The dispute resolution methods available; and
f. Information about the PEI's policies on academic and disciplinary matters.
g. The degree or diploma of qualification, which will be awarded to you upon successful completion of the course.

If you have any doubt about the contents of the Contract, of if the terms are different from what the PEI has informed you previously, or advertised, you should always seek advice and/or clarifications before signing the Contract.

☐ **Tick the box to proof that you have read and understood this advisory note before signing the Student Contract for myself/my child/my ward***

* Please delete whichever is inapplicable

This **Contrac**t is dated (DD/MM/YYYY) and made between:

HOLLANDSE SCHOOL LIMITED ("the School")

(Company Registration No. 198202285D), a company incorporated in Singapore and having it's registered address at 65 Bukit Tinggi Road Singapore 289757

AND

(2) Full Name of student ("Student") :

Passport Number and Country of Issue :

NRIC Number/Student's Pass Number :

Nationality :

Date of Birth (DD/MM/YYYY)

Singapore Residential Address :

Overseas Residential Address :

Contact Number in Singapore :

Contact Number in Home Country :

AND

(3) Full Name of Parent/Legal Guardian :

NRIC/Passport Number :

Passport Country of Issue :

Nationality :

Occupation :

Address :

Contact Number :

References to "Student" in this Contract shall be deemed to include references to the student's parent or guardian, as the case may be.

WHEREAS:

1. COURSE INFORMATION AND FEES

1.1 Name of Course: : **Primary School**

1.2 Full-time or Part-time Course : **Full-time**

1.3 Commencement & Completion Dates:

Date of commencement of the Course
("Course Commencement Date") : **Early August every year**

Date of completion of the Course

("Course Completion Date") : **End of Group 8**

(The school year consists of three terms:

a) Term 1 start in early/mid-August and ends mid-December
b) Term 2 starts in early January and ends late March
c) Term 3 starts in mid-April and ends late June)

1.4 Course Duration : **Until Group 8**

1.5 Course Details:

Details of the Course are set out in the school guide on the School's website

1.6 Dates of final examination (Group 8):

Details of the Course are set out in the school guide on the School's website

1.7 Dates of release of results:

The expected dates of the release of the results of the final examination shall be not more than three months after the completion of the final examination. The release of the results is the responsibility of the CITO bv in The Netherlands.

1.8 Type of Qualification:

Name of award to be conferred on the
Student upon successful Course completion : **Report Group 8**

Type of award : **Certificate**

1.9	Organization which Develops the Course	:	**Hollandse School Limited**
1.10	Organization which Awards/Confers the Qualification:	:	**CITO bv**
1.11	Expected Award Conferment Date	:	**At the end of Group 8**

1.12 Registration Fees:

A one-time non-refundable registration fee as set out in Schedule 4 ("Registration Fee") is payable upon enrollment at HSL primary school. A place in HSL for the Student will only be confirmed upon payment of the Registration Fee.

1.13 School Fees:

The school fees ("School Fees") for the current school year of the Course shall be set out in Schedule 4 ("School Fees") and on the School's website.

The School shall issue invoices for the School Fees to the Student on the dates as set out in Schedule 4 and as indicated on the School's website. The Student shall pay the School Fees to the School within thirty (30) days from the date of the School's invoice.

In consideration of HSL providing the Course to the Student which the Student has enrolled for, the Clients hereby agree to pay the Registration Fees and School Fees and authorize HSL to invoice them for the School Fees, or to invoice such other person or entity for the School Fees as the Clients may nominate or direct, provided that the Clients retain full responsibility for payment of such fees in all circumstances.

The Student acknowledges and agrees that the School shall be entitled to revise the School Fees (including making retrospective adjustments) at any time during the Course by notifying the Student of such changes and obtaining acknowledgement of the same by the Student.

1.14 Miscellaneous Fees:

In addition to the School Fees, various miscellaneous fees ("Miscellaneous Fees") may be payable from time to time, which fees may include but are not limited to costs of school and sports attire, excursions, field trips and co-curricular activities.

1.15 Late Payment Fees:

In the event the Student does not pay the School Fees by the payment due date, the Student shall be liable to pay a late payment fee of S$100 per calendar month from the date payment is due until full payment (inclusive of the applicable late payment fees) is received by the School.

In the event that the School Fees and Tuition Fees are not fully paid by their corresponding due dates, HSL has the right at its sole and absolute discretion to terminate this Agreement and remove the Student from the Course.

2. REFUND POLICY

2.1 Notification and Arrangement

The School shall inform the Student within fourteen (14) working days if:

(i) It fails, for any reason, to commence the Course on the Course Commencement Date;

(ii) It terminates the Course, for any reason, prior to the Course Commencement Date;

(iii) It fails, for any reason, to complete the Course by the Course Completion Date; or

(iv) It terminates the Course, for any reason, prior to Course Completion Date.

The School shall, within fourteen (14) working days of notifying the Student in writing of above circumstances (i) to (iv), provide the Student with information and details of the alternative confirmed course arrangement to allow the Student to make timely and appropriate decision on the alternative arrangement.

2.2 Withdrawal for Cause:

Subject to Clause 7, the Student shall be entitled to immediately withdraw from the Course by giving written notice to the School of his/her intention to do so if the School fails to perform its obligation(s) under the circumstances in Clause 2.1 (i) to (iv).

2.3 Refunds for Withdrawal for Cause:

For circumstances under Clause 2.1, the School shall, within thirty (30) working days after notifying the Student, refund to the Student:

The entire amount of the School Fees for the remaining school terms in that school year that has been paid by the Student; and

The Miscellaneous Fees, except where any item of Miscellaneous Fees is stated to be non-refundable.

The School shall also, as soon as practicable after receiving the Student's notice of withdrawal under Clause 2.2 (and in any event no later than thirty (30) working days after receiving such notice) refund to the Student the amounts stated in this Clause 2.3.

2.4 Withdrawal Without Cause:

Should the Student wish to withdraw from the Course for any reason other than those set out in Clause 2.2, the Student shall inform the School in writing of its intention to withdraw from the Course by the respective withdrawal cut-off dates ("Deadline for Withdrawal") for the relevant school term. The Deadline for Withdrawal for each school term in the current school year is set out on the School's website.

Should the Student fail to notify the School of his or her intention to withdraw from the Course by the Deadline for Withdrawal for the relevant school term, the Student shall be deemed to be withdrawn from the Course only after the end of the said school term, and shall remain liable to pay the School Fees for that school term.

2.5 No Refunds for Withdrawal Without Cause:

Where the Student withdraws from the Course for any reason other than those set out in Clause 2.2, the School will not refund any School Fees or Miscellaneous Fees already paid by the Student prior to such withdrawal.

3. OTHER TERMS OF ENROLMENT

3.1 Admission Policy:

The Student's enrolment in the School shall be subject to the Admission Policy set forth in Schedule 1, which is hereby incorporated.

3.2 Membership of the School:

Upon enrolment of the Student at the School, the parent or legal guardian of the Student (as the case may be) agrees to be a member of the School, a company limited by guarantee, and to abide by and be bound by the Memorandum and Articles of Association and all by-laws and regulations of the School for the time being. The parent or legal guardian of the Student shall execute such forms and do such acts as may be necessary to become a member of the School, including completing and returning to the school the membership application form in Schedule 2 of this Contract.

3.3 Personal Data Protection Rules and Regulations

The School will endeavor to its reasonable efforts to comply with all laws and regulations in Singapore relating to personal data protection, including procedures as applicable to the Student of the School. For the avoidance of doubt nevertheless, deemed consent is provided by the Student to the School for the collection, use or disclosure of the Student's personal data by the School since such information is voluntarily provided.

4. GOVERNING LAW AND DISPUTE RESOLUTION

4.1 Governing Law:

This Contract shall be governed by, and construed in accordance with, the laws of Singapore.

4.2 Grievance Procedure:

Any disputes arising from this Contract or such other matter as may relate to the Student's enrolment at the School shall be referred to the Principal of the School for resolution.

4.3 Third Party Mediation:

In the event that the Student and the School are unable to resolve a dispute in accordance with the grievance procedure referred to in Clause 4.2, the Student and

the School shall refer the dispute to the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) through the CPE Student Services Centre for mediation prior to instituting any legal action or proceedings. The Student and the School hereby agree to such procedures and to pay such fees as the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) may prescribe from time to time for the purpose of resolving their dispute.

4.4 Jurisdiction:

The parties hereby irrevocably agree that the courts of Singapore are to have jurisdiction to settle any disputes which may arise out of or in connection with this Contract which cannot be settled successfully through the Singapore Mediation Centre (SMC) or Singapore Institute of Arbitrators (SIArb) and that, accordingly, any legal action or proceedings arising out of or in connection with this Contract ("Proceedings") may be brought in those courts and the parties irrevocably submit to the jurisdiction of those courts PROVIDED THAT nothing in this Clause shall limit the right of any party to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude that party from taking Proceedings in any other jurisdiction, whether concurrently or not.

5. CHANGE IN OWNERSHIP / MANAGEMENT

The School shall inform the Student in the event of any:

Change in ownership or shareholding structure of the School, and/or

Change in the management of the School.

The School shall inform the Student of such changes as soon as practicable, and in any event no later than fourteen (14) days after the change has been effected.

6. CONFIDENTIALITY

The School is committed to maintaining the confidentiality of all information provided by the Student. Except for the purposes of complying with the requirements of the relevant government authorities in Singapore and the Netherlands, the School undertakes not to divulge any of this information to any third party without the prior written consent of the Student.

7. FORCE MAJEURE

In the event that the School shall be rendered unable to carry out the whole or any part of its obligations under this Contract for any reason beyond its control, including but not limited to acts of God, force majeure, strikes, war, riot and any other causes of such nature, then the School's performance of the obligations hereunder as they are affected by such cause shall be excused during the continuance of any inability so caused, but such inability shall as far as possible be remedied with all reasonable despatch. For the avoidance of doubt, this Clause shall not apply to cases where:

The School is declared to be insolvent and/or a winding-up order made or bankruptcy issued by the Singapore court against the School; and

The relevant authority(ies) issue(s) an order to cease and/or terminate the operations of the School, or the happening of anything of a similar nature under the laws of Singapore.

8. PRECEDENCE TO OTHER CONTRACTS

In the event of there being any inconsistency between the terms of this Contract and the terms of any other Contract (oral or written) entered into between the School and the Student either before or after the making of this Contract, the terms of this Contract shall prevail and the terms of such other Contract shall be deemed to be amended to the extent necessary for it to be read as being consistent with this Contract.

9. MISCELLANEOUS

9.1 Indulgence, Waiver, etc.: No failure on the part of any party to this Contract to exercise and no delay on the part of any party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Contract preclude any other or further exercise of it.

9.2 Remedies: No remedy conferred by any of the provisions of this Contract is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the parties to this Contract shall not constitute a waiver by such party of the right to pursue any other available remedies.

9.3 Severability of Provisions: If any provision of this Contract or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of this Contract.

9.4 Successors and Assigns: This Contract shall be binding upon, and ensure for the benefit of, the successors, personal representatives and permitted assigns of the parties PROVIDED THAT neither the School nor the Student shall be entitled to assign its rights and/or obligations under this Contract without the prior written consent of the other party. In addition, School shall not be entitled to assign its rights and/or obligations under this Contract without the prior consent of the Council, irrespective of any consent or waiver by the Student.

9.5 Translations: In the event of any conflict or inconsistency between any term of this Contract in the English language and any translation thereof in any other language, the English language version of this Contract shall prevail.

I have read, I understand, and accept the entire contents of all parts of this Contract, including Schedules 1 – 4 attached in this Contract. In particular, I understand that by signing below, I agree to the following:

- ✓ **become a member of the School;**
- ✓ **allow the School to collect, use or disclose the Student's contact details to parents and staff of School; and**
- ✓ **allow the School to publish the Student's photographs/videos on the School's website, social media and any school publications which the School may publish, and the purpose for such use has been brought to my attention.**

SIGNED by the Student

Name of Student:

Date:

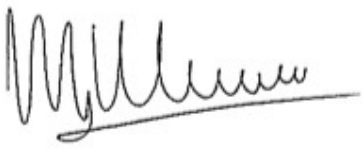
SIGNED by the Student's parent or legal guardian (if the student is under eighteen (18 years of age)

Name of Parent or Legal Guardian:

NRIC / Passport No:

Date:

SIGNED by HSL



Authorized Signatory of HSL

Name: MEINO MEINES

Date: 06/05/2021

SCHEDULE 1 – ADMISSION POLICY

1. Application for admission should, if possible, be made at least 4 months in advance. After submitting the admission form, the registration fee applies, as well as the 1st applicable school term fee. The latter will be waivered if article 2.2. applies.
2.1. The Board is responsible for maintaining satisfactory level of education and admission of every child shall be subject to approval by the Board (in consultation with the Principal).
2.2. The Board reserves the right to refuse admission of any child to the school. The Board's decision in this respect shall be final.
3.1. Before a child can be considered for admission to the school, the child should be exposed to the Dutch language:

- ✓ at home or
- ✓ through previous educational experience (e.g. school, NTC, etc). In all case article 3.2. applies.

3.2. In the case that the child isn't able to communicate in Dutch, article 2.2. applies. For this purpose the School Principal/Special Need's Coordinator may make such enquiries from the child's previous school as may be deemed necessary, or require the child to participate in any formal or informal procedures established by the School Principal for ascertaining the same.
4.1. The Board reserves the right to grant admission subject to such conditions that it deems necessary to impose, in the interest of the child or the school.
4.2. Without limiting the Board's powers as contained above, where the child fails to meet criteria in 3, the Board may grant admission to the child:

- ✓ on condition that the child takes **complimentary** lessons Dutch via "extra Nederlands", with a maximum of 2 x 45 minutes weekly during the school day
- ✓ or, in case that is not sufficient, the child might benefit from extra lessons Dutch outside school hours during NSA (After school activity program offered by HSL). This will be offered **free of charge** on the advice of the school (this to a maximum of one school year). In case the parents are deciding independently from the advice given by HSL to follow "Extra Dutch" lessons, the parents will bear the costs.

5.1. In certain cases, after careful evaluation of the child, the school may decide to grant admission on a temporary basis with a probationary period of 2 or 3 months, whereupon parents would be advised in writing. Such a probationary arrangement would be considered necessary, inter-alia, in the following instances:

- ✓ where the child's standard of comprehension of the Dutch language is considered inadequate by the school and where such inadequacy would put the child at a disadvantage if he pursues his education in the school;
- ✓ where the child's ability to learn or absorb knowledge through a Dutch educational system is considered limited;
- ✓ where problems can be envisaged and the child's progress may likely be hindered; for any other reason.

5.2. If after the probationary period, the child has not improved, the school will in exercising its discretion, ask the child to continue or pursue his education elsewhere for the interest of the school and for the child's own interest.
6.1. The school does not offer any form of specialized education. The Board may however, in its absolute discretion, admit a child out of the sphere of Special Education in the Netherlands, upon such conditions as the Board deems necessary.
6.2. Admission will not in any circumstances be granted to any child out of the sphere of Specialised Education.
7. A child prematurely withdrawn from or leaving the school for any reason (other than its parents having to leave Singapore) shall not be readmitted, unless the Board in its discretion otherwise agrees.
8. The Board reserves the right to change at any time the Admission Policy herein. Parents are advised to check on the current Admission Policy at the time of application.

Schedule 1 – 2 pages

9.1. The admission is formally effective and school fee applies after sending in the completed (incl. signature) admission form, which includes the ‘
Student Contract’ and ‘Advisory Note’as well.

9.2. Placement of the child in a specific class will be possible only after HSL confirmed receipt of the following documents:

- ✓✓ The completed and signed “Registration Form/Inschrijfformulier HSL”, including the following:
  - ✓✓ ‘Student contract’
  - ✓✓ ‘Advisory Note’
  - ✓✓ ‘Admission policy’
  - ✓✓ ‘Application form for membership of Hollandse School Limited’
- ✓✓ A copy of the passport (and if already in your possession the Foreign Immigration Number). Should your child have more than one nationality and/or passport then you must provide this information for registration.
- ✓✓ The educational registration form
- ✓✓ The educational report/onderwijskundig rapport
- ✓✓ A copy of the last school report
- ✓✓ Student testing file (e.g. CITO, LVS, KIJK)
- ✓✓ Possible research results
- ✓✓ The most recent action plan, where applicable.
- ✓✓ The medical form
- ✓✓ Recent (passport) photo of the registered student
- ✓✓ Vaccination records

10. The Board reserves the right to adjust the school fees during a school year, would the school’s financial position require this. The Board will explain the relevant background in the Annual General Meeting, which is held in November each year. In practice this can result in a retroactive fee adjustment for the year, which is effectuated via the school fees that are still to be paid.

Schedule 1 – 2 pages

SCHEDULE 2 – MEMBERSHIP APPLICATION FORM

(Reference: Clause 3.2)

APPLICATION FORM MEMBERSHIP OF HOLLANDSE SCHOOL LIMITED

We, and

(Name) (Name)

of

(Address)

, become a member of the **Hollandse School Limited ("The Company")**

If we are admitted as a member of the Company, we hereby agree to abide by and be bound by the Memorandum and Articles of Association and all by-laws and regulations of the Company for the time being.

Particulars of child studying at the Hollandse School

Name **Date of birth**

For **Corporate** applicants only

Do any of your employees have children attending the Hollandse School? **YES** ☐ **/NO** ☐

SCHEDULE 3 –COURSE DETAILS

1) Scheduled holidays (public and school) and/or semester/term break for course

Public Holidays: Gazetted public holidays will be observed during each academic year. If a public holiday falls on a Sunday, the following Monday will be a public holiday. For a list of gazetted public holidays in Singapore, please refer to the Ministry of Manpower's website at www.mom.gov.sg

For a detailed timetable showing all scheduled holidays and vacation periods, please refer to HSL website Vakantierooster/Holiday schedule for each year of the Course. (Available for viewing or download at www.hollandseschool.org

2) Compulsory education

Compulsory education applies to children of 5 to 16 years. Parents or guardians are responsible for ensuring that their child(ren) attend school. Children in group 1 of primary school are subject to the Leerplichtwet and to the rules the school performs on the presence and the follow up of the education.

The Ministry of Education of the Netherlands verifies that the compulsory education is being complied with.

Schedule 3 – 1 page

SCHEDULE 4 – REGISTRATION FEE, SCHOOL FEES AND WITHDRAWAL

Please note that the fees set out hereunder are subject to revision from time to time at the sole and absolute discretion of HSL, and the Student is advised to check HSL's website at www.hollandseschool.org for the latest fee structure.

Registration fee

The registration fee consists of two components (reference is made to the HSL admission policy):

- S$ 535 per child (Non-refundable) upon application.
- S$ 3,210 per child (Non-refundable) upon confirmation of being admitted to the school. The relevant amount will be invoiced after HSL has confirmed receipt of all the required enrolment forms and is non-refundable.

School fees

For the school year 2021 – 2022, the school fee has been set at S$23,381

The fee is payable in three termly installments, with the installment being proportional to the length of each term:

Term 1: SGD 10,406
Term 2: SGD 6,937
Term 3: SGD 6,038

The invoices for existing students will be sent out by

The 1st of June 2021, the 1st of October 2021 and the 1st of February 2022 for the 1st, 2nd and 3rd terms respectively.

There will be a 30 day payment term stated in each invoice.

Start after school term has commenced

If a child joins the school after the commencement date of a term, the fees will be calculated full-term except as below:

- Join after 17 October 2021 - calculation based on 50% of the 1st term fees.
- Join after 20 February 2022 - calculation based on 50% of the 2nd term fees.
- Join after 16 May 2022 - calculation based on 50% of the 3rd term fees.

Start after a school term has commenced (transfer from Jip & Janneke)

If a student transfers from Jip & Janneke (when turning 4 years old) the following fee structure applies:

- Transfer in October/ November: 60% term 1 J&J pre-school fee and 40% term 1 primary school fee
- Transfer in February/ March: 60% term 2 J&J pre-school fee and 40% term 2 primary school fee
- Transfer in April/ May: 60% term 3 J&J pre-school fee and 40% term 3 primary school fee

Withdrawal

The latest dates for notice of withdrawal from the school for the school year 2021 – 2022 are set on:

- Friday 3 September 2021 for the second term,
- Friday 14 January 2022 for the third term, and
- Monday 18 April 2022 for the first term of the school year 2022 – 2023.

If notice of withdrawal is not given before or on the stipulated date for notice of withdrawal, the school will claim the ensuing school term fee.

The terms of withdrawal also apply if enrolment is withdrawn before the student joins the school (primary school).

The school is not obligated to refund any paid school fees.

WITHDRAWAL DURING TERM – Primary school

Students can be withdrawn during the term, as long as the notice period stated above is adhered to.

For example, if you want to withdraw during Term 2, you will need to notify the school before 6 September 2021 otherwise the full term will be charged.

For withdrawal during the following term, the fees will be calculated full-term except as below:

- Withdrawal before 17 October 2021 - calculation based on 50% of the 1st term fees
- Withdrawal before 20 February 2022 - calculation based on 50% of the 2nd term fees
- Withdrawal before 16 May 2022 - calculation based on 50% of the 3rd term fees