

Refund Policy

1.1 Withdrawal for Cause: Subject to Force Majeure, the Student shall be entitled to immediately withdraw from the Course by giving written notice to LINGO of his/her intention to do so under the following circumstances:

- (i) LINGO fails, for any reason, to commence the Course on the Commencement Date*;
- (ii) LINGO fails, for any reason, to complete the Course by the Completion Date;
- (iii) LINGO terminates the Course for any reason prior to the completion of the Course; or
- (iv) LINGO is in material breach of its obligations under this Agreement.

*For Part-time courses, full withdrawal/refund is entitled only if Lingo School fails to commence the course 2 months after the proposed commencement date.

1.2 Refunds for Withdrawal for Cause: LINGO shall, as soon as practicable after receiving the Student's notice of withdrawal under clause 5.1 (and in any event no more than fourteen (14) days after receiving such notice) refund to the Student:

- (i) the entire amount of the Tuition Fees and Deposit; and
- (ii) the Non-Tuition Fees and/or Additional Fees*.

1.3 **Withdrawal Without Cause and Refunds:** Where the Student withdraws from the Course for any reason other than those set out in Clause 1.1 or Force Majeure, LINGO shall, subject to Clause 1.4, as soon as practicable after receiving the Student's written notice of withdrawal (and in any event no more than fourteen (14) working days after receiving such notice) refund to the Student the entire amount (100%) of the Deposit (less all such deductions which the PEO is entitled to make in accordance with the refund schedule below) together with the following sums (less any applicable bank administrative charges properly paid/payable under Student Protection Scheme):

% of the aggregate amount of the Course Fees and Additional Fees paid If Student's written notice of withdrawal is received

Refund Schedule

% of the aggregate amount of the Course Fees and Additional Fees paid	If Student's written notice of withdrawal is received
70%	More than 21 days before the Commencement Date
60%	Between 21 days and 7 days before the Commencement Date
50%	Before, but not more than 7 days before the Commencement Date
20%	After, but not more than 3 days after the Commencement Date
0%	More than 3 days after the Commencement Date

1.4 No Double Claim: For the avoidance of doubt, if the Student and/or his/her parent/guardian receives any payment from LINGO or the Escrow Bank pursuant to a provision of this Agreement or the Master Escrow Agreement in respect of any matter or damage, then the Student and his/her parent/guardian shall not be entitled to claim against LINGO or the Escrow Bank for the same payment in respect of the same matter or damage pursuant to any other provision of this Agreement or the Master Escrow Agreement.

2 Transfer/withdrawal policy

2.1 A Student who transfers from the Course to another course with LINGO shall, for the purposes of this Clause 1, be deemed to have withdrawn from the Course and the provisions of Clause 1.3 shall apply save as otherwise agreed between LINGO and the Student.

2.2 A Student who withdraws from LINGO to enroll with another school shall be deemed to have withdrawn from LINGO.

3 Payment and return of deposit

3.1 The deposit shall be payable on or before the date of commencement as security for the due performance and observance of the Student's obligations to LINGO.

3.2 For the avoidance of doubt, the Deposit does not include any deposit required to be paid to the Immigration & Checkpoints Authority (the "ICA").

3.3 Subject to Clauses 1.1 and 1.2, the Deposit shall, within fourteen (14) days of the Completion Date or earlier termination of the Student's enrolment at LINGO, be repaid in full (without interest) to the Student Provided however that LINGO shall be entitled to deduct all or a part thereof to set off any payment then owing by the Student to LINGO and/or to recover any monies which are properly determined by LINGO to be due and payable to LINGO