

TERMS AND CONDITIONS

These General Terms and Conditions consist of 7 pages.

Please read and ensure that you understand these Terms and Conditions before engaging the services of Polymath Learning Centre LLP.

1. **Terminology**

- "Student" or "you" refers to the person(s), including their parent(s)/guardian(s)/nominee(s) a. requiring tuition and/or any other services from Polymath Learning Centre.
- b. "The centre", "us", "we" or "our" refers to Polymath Learning Centre.
- "The Management" refers to the Managing Partners, Partners or Directors of Polymath c. Learning Centre.

2. **Application**

- a. Your access to and use of services provided by Polymath Learning Centre is conditioned on your acceptance of and compliance with these Terms and Conditions. Your access to or use of any services provided by Polymath Learning Centre constitutes your agreement to these Terms and Conditions. If you disagree with any part of the terms, you may not access or use any services provided by Polymath Learning Centre.
- No amendment, alteration, waiver, or cancellation of any of these Terms and Conditions is b. binding on Polymath Learning Centre unless confirmed by the centre's management in writing.
- c. Parent(s)/Guardian(s) acknowledges that no employee or agent of the centre has any right to make any representation or promise in relation to the centre's services other than as contained within these Terms and Conditions.

3. **Programme Structure**

a. Polymath Learning Centre runs weekly tuition lessons on a monthly subscription basis. The centre may also organize workshops for students on an ad-hoc basis.

4. **Student Enrolment**

- Students must be enrolled with at least one Parent or Guardian with Polymath Learning Centre a. prior taking lessons at the centre.
- Each student will be issued an enrolment ID. b.
- c. Parent(s)/Guardian(s) shall provide his/her/their personal information and that of the student(s) to be enrolled to Polymath Learning Centre to register the student. Parent(s)/Guardian(s) are responsible to ensure that the information provided is accurate and correct at the date of provision. The information includes but is not limited to his/her name, age, NRIC, address, telephone number, email, educational level, past education performance, current school, and any other requested details.
- d. Parent(s)/Guardian(s) are responsible for informing the centre of any change in their/their child's registered personal information without delay. All correspondence from the centre will be sent through the registered contact details and the centre accepts no responsibility for undelivered correspondence.
- By providing their/their child's particulars and any other details to the centre, the e. Parent(s)/Guardian(s) consents to the following:

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- i. The collection, use and disclosure of personal data in accordance with the purposes specified in the Personal Data Protection Policy;
- ii. The centre holding this information in its databases, which includes but are not limited to third party cloud services, local servers and drives;
- iii. Registered contact details may be used for marketing, publicity or promotional purposes, such as to invitations to join the centre's communications network, including social media websites; AND
- iv. The centre may contact the Parent(s)/Guardian(s) with reasonable and relevant information pertaining to its services for purposes including but not limited to: (1) bookings, scheduling and lesson arrangements; (2) accounts/fees updates; (3) latest information about courses and offers.
- f. A non-refundable enrolment fee of \$50 will be charged for enrolling each new student in Polymath Learning Centre. This fee will be levied only once upon registration, regardless of the number of courses the student pursues. Additional fees may be charged for educational materials.
- g. A payment of a deposit equivalent to 1 month of course fees (assumed to contain five lessons) for the registered course(s) shall be collected upon enrolment of a student. The Deposit shall be used to pay for any outstanding amounts owed to the centre, which shall include but is not limited to the course fees for the final month of the registered course(s). If a student is withdrawn from his/her registered course(s) before the course(s) commence(s), the Deposit will be forfeited, regardless of the reasons for withdrawal.
- h. Past students whose enrolment have been terminated and wish to re-enrol in the centre will be treated as a new student and charged the usual enrolment fee.

5. Trial Lessons

- a. Enrolment is not required for a student to attend trial lessons in Polymath Learning Centre. However, particulars included in the enrolment form should be provided as a prerequisite to the signing-up of any trial lesson.
- b. No student shall be granted entry to more than one trial lesson, unless in exceptional circumstances where waiver has been granted by the Management of Polymath Learning Centre.

6. Payment

- a. A registered Parent(s)/Guardian(s) shall be responsible and liable for completing payments to Polymath Learning Centre for all students enrolled under his/her name.
- b. A confirmed booking shall be deemed a legal contract and the Parent/Guardian is responsible and liable for all billing that comes from it.
- c. Payment for tuition fees and all other charges must be completed in full in advance before the commencement of the lessons or rendering of any other chargeable service. The centre reserves the rights to refuse attendance and provision of materials to students and their parent(s)/guardian(s) if payment has not been received promptly.
- d. For scheduled payments arranged under a recurring basis, payments for the following month (e.g. June) shall be collected on the previous month (e.g. May) and due by the first day of the month (e.g. 1st June), and shall include all lessons and other fees for the entire month. Parents/Guardians must ensure that sufficient funds are available in their bank account before requesting our services or making payment.

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- e. An administration fee of \$10 will be charged should any payment arrangements fail to clear, over and above any fees charged by banks for situations including but not limited to cheques returned unpaid (bounced) or standing orders being rejected.
- f. All payments are non-refundable.
- g. Tutors engaged by Polymath Learning Centre are not involved in billing, payments, bookings or cancellations and shall not be approached for these matters.
- h. A registered Parent(s)/Guardian(s) shall be liable to repay costs for any damage to Polymath Learning Centre's equipment and premises and any disruption to the centre's operations caused by him/her or student(s) enrolled under his/her name. The costs shall be calculated by the centre using reasonable benchmarks such as costs for equipment replacement.

7. Late Payment

- a. If payment is not made in any relevant payment period, an initial notice of default will be given to the registered Parent/Guardian through his registered contact details. Polymath Learning Centre is entitled to suspend its services and obligations pursuant to these Terms and Conditions and any other contracts or binding agreements with the Parent/Guardian until full payment has been made, without prejudice to the centre's right to damages and without any obligation to compensate the Parent/Guardian for any loss.
- b. A late-payment fee of \$20 per 15 days, calculated over the period the registered Parent/Guardian is in default, shall be imposed on all outstanding payments without any further notice of default or court intervention being required. For avoidance of doubt, the late-payment fee payable shall be calculated based on full 15-day periods from the date of payment without pro-ration irrespective of the date the payment becomes payable.
- c. If, after notice of default, the registered Parent/Guardian remains in default of its payment obligation, the claim may be put out for collection, in which case the registered Parent/Guardian shall also be required to make full payment for all the (extra-) judicial and collection costs incurred by Polymath Learning Centre, without prejudice to the centre's other rights.
- d. The registered Parent/Guardian waives any right to set off any claim. Accordingly, the registered Parent/Guardian may never evade any claim due to Polymath Learning Centre by reliance on any claim set-off.
- e. Each payment by the registered Parent/Guardian shall be applied first in payment of the claim outstanding for the longest period, even if the Parent/Guardian states that the payment pertains to a more recent claim.
- f. The centre reserves the right to terminate a student's enrolment after notice of default. The deposit paid upon the student's enrolment shall be used to offset any unpaid fees.

8. Variation of Fees and Services

- a. Polymath Learning Centre reserves the right to transfer, combine, re-schedule and/or dissolve lessons if there is low attendance of pupils. At least one week's notice will be given to affected students and their registered parents/guardians regarding any change in lesson day or time.
- b. Polymath Learning Centre may change the tutor assigned for a scheduled lesson in the event of contingencies, such as when the originally assigned tutor who is medically ill.
- c. Fees charged for lessons and/or any other services shall be based on the centre's existing rates at the time of payment.
- d. Polymath Learning Centre reserves the right to amend fees and services offered at any time at its sole discretion. In this event, the centre will provide a notice to all registered Parents/Guardians at least one week in advance.



9. Rescheduling Lessons

- a. All requests for rescheduling of lessons must be communicated through the official email, office telephone or any front desk of Polymath Learning Centre outlets at least 48 hours in advance of the original or desired lesson, whichever is earlier. Such requests will only be valid upon receiving a confirmation from the centre.
- b. Rescheduling requests shall only be approved if the following conditions are met:
 - i. There is a vacancy in the lesson that the student intends to attend as a make-up lesson.
 - The make-up lesson occurs within the same month of the original lesson that was missed.
- c. If it is not possible to arrange a make-up lesson due to lack of vacancy in the other lessons, or if a rescheduled lesson is missed, no further lesson will be provided and the lesson will be considered consumed, even if the student has valid reason(s) for missing the lesson.
- d. Rescheduling requests shall <u>NOT</u> be considered valid if they are made within 48 hours of the original or desired lesson, or made through nonapproved channels other than the official email, office telephone or any front desk of Polymath Learning Centre outlets. Accordingly, the original scheduled lesson will be considered consumed.

10. Missed Lessons and Make-up Lessons

- a. Registered Parent(s)/Guardian(s) may request for make-up lessons when student(s) enrolled under his/her name miss their lessons. If no request for a make-up lesson is received, the attendance for the missed lesson will be marked as absent and that lesson will be considered consumed.
- b. All requests for make-up lessons must be communicated through the official email, office telephone or any front desk of Polymath Learning Centre outlets at least 48 hours in advance of the desired lesson. Such requests will only be valid upon receiving a confirmation from the centre.
- c. Make-up lessons shall only be provided if the following conditions are met:
 - i. There is a vacancy in the lesson that the student intends to attend as a make-up lesson.
 - The make-up lesson occurs within the same month of the original lesson that was missed.
 - iii. The student or his/her parent(s)/guardian(s) presents a Medical Certificate (MC) for missed lessons due to medical illness to the Front Desk before or during the student's scheduled make-up lesson.
- d. Polymath Learning Centre will contact the clinic/school indicated in the MC/letter to validate its authenticity. Forged documents will be handed over to the Singapore Police Force.
- e. If it is not possible to arrange a make-up lesson due to lack of vacancy in the other lessons, or if a scheduled make-up lesson is missed, no further make-up lesson will be provided and the lesson will be considered consumed, even if the student has valid reason(s) for missing the lesson.
- f. For lessons that were missed for which Polymath Learning Centre is not at fault and for which the centre is not accountable by generally accepted standards, no make-up lesson shall be provided.
- g. Students who miss lessons may be provided work to catch up on.

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h. To avoid disruption to the centre's operations, a maximum of 5 make-up lessons due to valid rescheduling requests and/or medical illness for every 15 lessons is allowed for.

11. **Public Holidays**

Polymath Learning Centre shall will be closed on the eve of Chinese New Year, the eve of a. Christmas, and all public holidays gazetted by the Government of Singapore. During the student's enrolment or renewal, the centre's staff will inform parent(s)/guardian(s) if any of the student's lesson falls on the aforementioned days to arrange an alternative lesson.

12. Late Arrival

- Students are advised to arrive 5 minutes before the start of every lesson. Students who arrive a late shall only be given the remainder of their lesson and not the full scheduled time.
- Polymath Learning Centre reserves the right to deny entry to any student who is disruptive to b. the centre's activities. If a student is denied entry into a lesson room or the centre's premises, the student's registered Parent(s)/Guardian(s) will be informed.

13. **Location Transfer**

- a. Parents/Guardians can request for transfers between Polymath Learning Centres' locations in Singapore at any time. Requests for transfers must be communicated through the official email, office telephone or any front desk of Polymath Learning Centre outlets at two weeks in advance of the effective date of transfer. Such requests will only be valid upon receiving a confirmation from the centre.
- b. Polymath Learning Centre shall give each transfer request due consideration but reserves the right to reject such requests due to (but not limited to) operational reasons. The centre is not liable for any direct or indirect loss or damage caused or arising from the rejection of the transfer request. If centre is unable to accede to the transfer request, and the Parent/Guardian decides to withdraw a student from his/her registered course(s) or his/her enrolment, the transfer request shall not constitute the notice of termination described in the section below.

14. **Termination of Enrolment**

- a. Students who have been signed up for regular lessons are automatically enrolled for the next month's lessons unless the student's registered Parent/Guardian requests for termination of enrolment.
- b. Requests for termination of enrolment must be communicated through the official email, office telephone or any front desk of Polymath Learning Centre outlets at least one month in advance of the effective date of termination. Such requests will only be valid upon receiving a confirmation from the centre.
- Lessons and any other services falling within one month of the effective date of termination of c. enrolment shall remain chargeable to the registered Parent(s)/Guardian(s). The deposit paid upon the student's enrolment shall be used to offset any unpaid fees due for the relevant notice period. Remaining deposits, if any, will be returned to the Parent(s)/Guardian(s) on the last day of enrolment.
- d. A student's enrolment shall only be terminated after it is cleared of all outstanding fees.
- e. A student who misses his or her lessons for a one-month duration or more will have his or her enrolment automatically terminated.
- The Centre reserves the right to expel students with persistent undesirable behaviour, nonf. compliance with tutorial work and/or severe disciplinary problems from Polymath Learning Centre. Acts of vandalism, physical violence or harassment will not be tolerated. Upon expulsion, the student's enrolment will be terminated.

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- g. Students or Parents/Guardians shall not seek, receive or accept tuition from any tutor who is employed by Polymath Learning Centre outside of the centre, unless written waiver is granted by the Management of the centre.
- h. Polymath Learning Centre reserves the right to suspend or terminate a student's enrolment in the centre and/or absorb the one month deposit at any time at its sole discretion if, in the centre's view, there has been a breach of these Terms and Conditions, abuse of the centre's services or bringing of the centre or its services into disrepute.

15. Health and Safety

- a. In the interests of the student's well-being whilst in the teacher's care, registered Parents/Guardians are responsible to inform Polymath Learning Centre of any medical or other condition affecting any students enrolled under their name.
- b. Students suffering from any infectious/contagious illnesses are strictly advised to stay at home. These include but are not limited to fever, flu, measles, mumps, rubella, chicken pox, hand-foot-mouth disease, conjunctivitis, diarrhoea, and vomiting. Polymath Learning Centre reserves the right to deny entry to any student who is deemed ill by the centre's staff. If a student is denied entry into a lesson room or the centre's premises, the student's registered Parent(s)/Guardian(s) will be informed.
- c. Should a student fall sick or feel unwell during operation hours, the centre will notify his/her registered parent(s)/guardian(s) to fetch the student home. The centre reserves the right to send an unwell student to a nearby clinic for consultation where necessary, and all expenses incurred (medical fees, transport, etc.) will be borne by his/her registered parent(s)/guardian(s).
- d. Polymath Learning Centre shall not be responsible or liable, directly or indirectly, to attend to or care for any students before and after his/her scheduled lesson. Parents/Guardians are advised not to drop off the student at the centre too early as there may be no member of staff to look after the student.
- e. Polymath Learning Centre shall be indemnified against all liability for any injury, damage, mishap or loss of any other kind sustained by students in undertaking any activity during his lessons and/or in the Centre, as well as any liability arising from the student's/parent's/guardian's use of the centre's website, tutoring services and all matters arising from such use, whether under the direction of the centre or otherwise, unless caused by the wilful default or negligence of the centre, its staff and agents.
- f. The registered Parent/Guardian of a student is responsible to ensure that the student is dropped off and picked up at the centre promptly. Registered Parent(s)/Guardian(s) of a student who is not picked up by Polymath Learning Centre's closing hours will be charged a fee for extending operating hours at a rate of \$10 per 15 minutes. Where the student is not picked up after significant delay and his/her registered Parent(s)/Guardian(s) are uncontactable, the centre's staff may hand the student over to the nearest police station, in which case an additional \$50 will be charged, along with any other relevant costs such as transportation and food.
- g. All students, Parents/Guardians and visitors are responsible for their own personal belongings. Polymath Learning Centre shall not be responsible or liable, directly or indirectly, for any lost or damaged items.

16. Intellectual Property & Media Rights

a. Unless stated otherwise, Polymath Learning Centre owns the intellectual property and/or licensing rights subsisting in all worksheets, study materials, assessment reports and all other materials distributed or used during the centres' lessons, and both the Parent(s)/Guardian(s) and Student are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting in any form or by any means whatsoever (including mechanical, electronic, recording, photocopying or otherwise) the aforementioned materials without the centre's prior written approval.

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- b. Polymath Learning Centre and/or any of its associated companies shall be entitled to copy, reproduce, display, distribute and use any photographs or videos of parents/guardians/students, students' work, or any intellectual property produced by the student as part of his/her lesson activities for marketing, publicity, promotional, and/or demonstration purposes.
- c. The centre may publish the student's academic achievements in any form or media at any time, even after the Student has withdrawn from the centre.

17. Third-party Services

- a. Third-party services that are not wholly or partially owned or controlled by Polymath Learning Centre may be engaged to support the centre's operations.
- b. Polymath Learning Centre shall not be responsible or liable, directly or indirectly, for the Terms and Conditions, policies or practices of any third-party web sites or services, or for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such services.
- c. At the request of the registered Parent/Guardian, Polymath Learning Centre shall provide the Parent/Guardian with the third parties' Terms and Conditions and other policies if they are available.

18. Others

- a. Words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.
- b. The headings that introduce the Terms and Conditions herein have been provided for the convenience of the reader. No rights may be derived from these headings.
- c. Polymath Learning Centre shall not be liable for any default due to any acts of God, wars, strikes, work-stoppages, riots, civil commotions, lockouts, industrial actions, fires, floods, tempest, natural disasters, or other events beyond Pentagon's reasonable control.
- d. No failure by Polymath Learning Centre to insist on strict performance of these Terms and Conditions is a waiver of any right or remedy which the centre may have, and is not a waiver of any subsequent breach or default by Parent(s)/Guardian(s)/Student(s).
- e. If any provision contained within these Terms and Conditions is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.
- f. Any disputes ensuing from or connected with these Terms and Conditions or any other agreement, whether verbal, written or digital, between a Parent/Guardian and Polymath Learning Centre, shall be resolved amicably and the parties involved shall refrain from referral of a dispute to any third party or judicial body, insofar as this is possible.

19. Changes of these Terms

a. Polymath Learning Centre reserves the right, at our sole discretion, to modify or replace these Terms at any time. Any major revision shall be put into effect with at least 30 days' notice prior to the effective date of the new terms.

Contact Us

If you have any questions about these Terms and Conditions, please contact us at admin@polymathlc.com.sg or 69095768.

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