

## **CONDITIONS GOVERNING ENROLMENT AND ADMISSIONS (AFTER DEC 2009)**

All parents are requested to note that enrolment and admission to Tanglin Trust School Ltd (the 'School') are subject to the Admissions Policy (found on the School's website [\[Admissions Policy\]](#)) and the conditions set out below ("Admission Conditions"). Upon applying for admission to the School, Parents, Guardians and/or any persons with parental responsibility for the student or prospective student ("a Parent") are asked to accept the Admissions Policy and Admissions Conditions and will be bound by them.

1. The application should be submitted with full payment of the Enrolment Fee as stated in the Fee Schedule. No invoice for the Enrolment Fee will be issued in advance. A receipt will only be given upon request to acknowledge payment. Applications are valid from the date of application until the issue by the School of an Offer Letter, a waitlist notification that a place has become available, or a letter informing that the application is unsuccessful. The application for admission can be deferred for a maximum period of one year from the date of a place first becoming available, following which a new application and Enrolment Fee will be required.
2. The application is made on the understanding that the child (also referred to as the 'applicant') has a sufficient command of English and, moreover, is fully able to participate in and benefit from the School curriculum without extensive individual assistance. The School does not provide an English as an Additional Language (EAL) programme. If information relevant to the extent of the child's educational, emotional, social or health needs has not been made apparent to the School at the time of application and admission, or during the child's enrolment where such needs arise subsequent to admission, the School reserves the right to ask the Parent to withdraw the child, based on the School's assessment (in its sole discretion) that the School is unable to meet such needs.
3. Upon receipt by the School of the fully completed application and full payment of the Enrolment Fee, the applicant will be considered for enrolment. All applicants who satisfy the entry requirements may be (i) offered a place in the School or (ii) if there is no place immediately available, placed on the waiting list.
4. The Parent accepts that placement of the applicant into a particular year group is determined by the applicant's age on 1 September of each academic year.
5. Offer of a place and acceptance by payment of fees:
  - a. Upon notice of the School's offer of a place (the 'Offer Letter'), the Parent may accept the offer by signing the acceptance portion and submitting it to the School (the 'Acceptance Letter') by the date specified in the Offer Letter, together with a payment of the school fees for the first term, otherwise the offer is deemed withdrawn. If, for any reason, a Parent cancels an acceptance of a place after signing and submitting the Acceptance Letter, the first term's school fees paid will be retained by the School as liquidated damages for the failure to take up the school place reserved for the student, and the Parent accepts and acknowledges such amount of liquidated damages to be a genuine pre-estimate of loss suffered by the School.

- b. A Capital Levy is charged at the prevailing rate per student for all new students except (i) siblings of current students enrolled in the School before August 2015 are not charged the Capital Levy, and (ii) where Capital Levy has been paid in respect of at least two students from the same family and at least one is a current student of the School. Capital Levy for students applying to return to the School after having left is addressed at paragraph 10b.
  - c. Offers made after the start of term: If a place is offered after the start of term, the school fees for the term that has commenced, in addition to the fees for the following term, will be payable when the Parent accepts the offer.
  - d. Where there is an increase in the school fees and or Capital Levy between the acceptance of the Offer Letter and the commencement of the student's first school term, the increased school fees and/or Capital Levy, as the case may be, shall be included in the invoice for the following term's fees.
  - e. The conditions on the Offer Letter form part of these Admission Conditions.
6. School Fees:
- a. The School requires all students to have two terms fees in place before the start of a school term, that is, the fees for the immediate term and the following term (the following term's fees herein referred to as 'Advance Fees'). Therefore in addition to paying the school fees for the first term upon acceptance (as referred to in paragraph 5a), the Parent shall pay Advance Fees for the second term prior to the start of the first term. Generally, each term's school fees shall be paid as illustrated below:
    - School fees for Term 2 are billed and payable prior to the start of Term 1;
    - School fees for Term 3 are billed and payable prior to the start of Term 2; and
    - School fees for Term 1 (at the prevailing rate) of the following academic year, are billed and payable prior to the start of Term 3.
  - b. In the event that school fees for Term 1 of the following academic year are billed before the School's announcement of an increase of school fees, the additional school fees applicable will be included in the invoice for the following term's fees.
  - c. Parents undertake to pay school fees by the due date as stipulated by the School and to pay such increased fees from time to time as may be announced by the School. School fees do not include external examination fees and Parents agree to pay such fees for those examinations in which a student is entered.
  - d. School fees are calculated on an annual basis and split equally into 3 invoices, each in relation to one of the School's three academic terms. For students in examination years 11, 12 and 13, the School will not accept any withdrawal for Term 3. Should a student withdraw from the School for Term 3, they will not be entitled to sit for the end of year exams at the School.
  - e. Fees shall be the responsibility of each person who has signed an Acceptance Letter, or any person who has parental responsibility for the student. The School may withhold any information or property of the Parent and/or the student while fees are unpaid. An agreement with a third party to pay any fees or any sum due to the School shall not release

Parents from any liability to pay fees. The School reserves the right to refuse a payment from a third party.

- f. Late Payment of School Fees: The School will impose a late payment fee of 5% of the outstanding fees not paid by the stipulated due date.
  - g. Automatic withdrawal upon non-payment of fees: A student will be deemed withdrawn from the School, without notice, if Advance Fees remain unpaid by the stipulated due date or the published withdrawal deadline, whichever is later.
7. Enrolment Fee:
- a. Enrolment fee is a one-off payment required at application.
  - b. A portion of the Enrolment Fee (currently equivalent to S\$535.00) will be retained and the balance will be refunded in the following circumstances:-
    - (i) If the application is withdrawn by written notice before a place has been offered; or
    - (ii) If the School has given written notice to the applicant that it will not be prepared to offer a place to the applicant.
  - c. The entire Enrolment Fee is non-refundable once an Offer Letter has been issued to the applicant, irrespective of whether the offer is accepted or not.

8. Withdrawal:

Parents may withdraw their child from the School by giving a written notice of withdrawal to the Admissions Department. The written notice of withdrawal must be received by the Admissions Department by the withdrawal deadline which is published on the School's website and Parent Portal. Any withdrawal notification given to class teachers will not be accepted as a notice of withdrawal.

9. Refund of Advance Fees:

- a. Return of the Advance Fees (without interest) less any amounts which are due and payable:- Where written notice of withdrawal is given by the Withdrawal Deadline and withdrawal is to take effect on either the last day of a half-term or the last day of a full-term, the Advance Fees, less any amounts which are due and payable to the School, will be returned in full (without interest).
- b. Retention of the Advance Fees (without interest):- In circumstances where written notice of withdrawal is not given by the Withdrawal Deadline, the School shall be entitled to retain a proportion of the Advance Fees paid, in accordance with the provisions herein, and the Parent accepts and acknowledges such amount thereunder retained to be a genuine pre-estimate of loss suffered by the School as a result of the late withdrawal.
  - (i) Retention of 50% of the Advance Fees (without interest):- Where written notice of withdrawal is not given in accordance with the above requirements, but is given between the Withdrawal Deadline and the last school day of the term then in session, an amount equivalent to 50% of the Advance Fees plus the Goods and Services Tax payable on such amount retained (as calculated by reference to the statutory rate then applicable) will be retained by the School as liquidated damages for loss suffered by the School as a

consequence of the failure by the Parent to give a notice of withdrawal in accordance with the School's requirements.

(ii) Retention of 100% of the Advance Fees:- Where written notice of withdrawal is given after the last school day of the term then in session, or where a student fails to start a new term and no written notice of withdrawal has been given by the start of a new term, 100% of the Advance Fees will be forfeited in lieu of notice as liquidated damages for loss suffered by the School as a consequence of the failure by the Parent to give a written notice of withdrawal in accordance with the School's requirements.

- c. The refund of all or any part of the Advance Fees will be made as soon as practicable after it has become due to the individual(s), company or organisation by whom it was paid to the School, unless that party notifies the School in writing that the refund is to be made to a named Parent of the child or to that Parent's representative. In the case of payments paid by cheque, the refund will be made to the individual(s) company or organisation indicated as the drawer of the cheque.
  - d. In the event that there are any amounts due and payable to the School, the School, at its absolute discretion, reserves the right to deduct such amounts from the Advance Fees on the last day of a half-term or the last day of a full term and refund the remainder.
  - e. In the event that the party who paid the Advance Fees cannot be traced after the School has used all reasonable endeavours, the School will be entitled to retain the Advance Fees, or that part of it that is refundable to the party who cannot be traced, for its own use.
  - f. In the event of some incident or event occurring within or affecting Singapore such that the School is required by the relevant authorities of the Singapore Government or at the School's discretion to close during the currency and / or aftermath of such incident or event, the School will not be obliged to refund all or any part of the fees or Advance Fees.
10. Re-admission to the School:

Where the student has withdrawn from the School and wishes to be re-admitted:

- a. within the term immediately following the term in which the withdrawal takes place, and the Admissions Department is able to confirm that there is a place available, then the student may be re-admitted without having to pay again the Enrolment Fee and Capital Levy, and no updated application forms nor school reports will be required.
- b. within a term which is more than one term after the term in which the withdrawal takes place, such re-admission shall be subject to the approval of the relevant Head of School and the Parent shall submit a new application form, updated school reports and an updated Confidential Education Report for consideration by the Head of School. As a returning student, no Enrolment Fee will be payable and the student will be placed on the waitlist with returning student priority status. Once a place becomes available, Parents must pay one term's school fees to secure the place. A fresh Capital Levy will also be payable except that (i) siblings of current students enrolled in the School before August 2015 are not charged the Capital Levy, and (ii) where Capital Levy has been paid in respect of at least two students from the same family and at least one is a current student of the School.

11. The Chief Executive Officer of the School (the 'CEO') may require at any time the withdrawal of a student from the School for any cause judged by the CEO in his absolute discretion to be adequate. Adequate cause may include matters such as the student's misconduct or inability to participate in and benefit fully from the School's curriculum without extensive individual assistance. It may also include the failure at the stage of applying for a place in the School or during the child's enrolment to declare accurately and fully the extent of the student's individual educational needs.

12. Student's / Dependent's Pass (not applicable to Singapore Citizens and Permanent Residents):

Admission to and continued enrolment at the School is conditional on the student possessing a valid Student's Pass or Dependent's Pass issued by the Immigration and Checkpoints Authority of Singapore (ICA). As the validity of the Student's Student Pass or Dependent Pass may be affected by a change in the Parent's employment or by the expiry of an Employment Pass or any change in the Parent's Singapore immigration status, the Parent undertakes to keep the School informed on these matters.

13. Ministry of Education Waiver Required for Singapore Citizens

- a. Under the Singapore Compulsory Education Act, all resident Singapore Citizens between the ages of 6 and 15 are required to complete primary education in national schools, unless exempted by the Ministry of Education ("MOE Waiver"). As the School is a Foreign System School and not a national school, an MOE Waiver is a pre-condition to the enrolment of a Singapore Citizen in the School.
- b. Parents are required to state in the application forms if their child is a Singapore Citizen or inform the School as soon as possible if they have subsequently begun an application for their child to become a Singapore Citizen. If the School is in-principle prepared to enroll a Singapore Citizen applicant, the School will facilitate the request to the MOE for the waiver. A Letter of Offer will only be issued after the MOE Waiver is obtained.
- c. The validity of the MOE Waiver is subject to the continued enrolment of the student in the School. The School is required to inform the MOE if the student withdraws from or otherwise discontinues enrolment as a student at the School.
- d. In the event that Parents fail to notify the School that their child is a Singapore Citizen as per paragraph 13b, the School reserves the right to exclude the child from the School. In addition, Parents accept full responsibility and agree to indemnify the School for all loss suffered by the School including any financial penalties and/or related legal costs incurred as a result of the Parents failing to provide the School with such requisite information.
- e. Parents are informed further that according to the Compulsory Education Act (Cap 51), where a child of compulsory school age born after 1 January 1996 and who is a citizen of Singapore residing in Singapore fails to attend regularly as a pupil at a national primary school or a designated school/be home-schooled (where exemption is granted), the parent/guardian of the child may be guilty of an offence. The penalties provided in the Act for a person convicted for the offence are a fine not exceeding \$5,000, or imprisonment for a term not exceeding 12 months, or both (Reference: MOE's webpage <http://www.moe.gov.sg/initiatives/compulsory-education/>). The School will report to the

MOE any breaches of this law that the School becomes aware of.

14. Where the need arises and the situation is such that a student is in need of medical attention and the Parent cannot be contacted to give consent, the CEO may authorise the medical examination of a student, the calling of further medical or specialist advice or the removal of the student to a nursing home or hospital, all expenses thereby incurred being for the Parent's account.
15. The Parent accepts that the School cannot be responsible for any personal injury which the student may sustain at any time either within the School premises or elsewhere which is not attributable to the fault of the School, its officers or employees. The Parent also accepts that in no circumstances can the School be liable for any loss of or damage to property of any other kind whatsoever which the student may sustain.
16. Parents agree to read, understand and abide by the School's prevailing policies, as they may be amended from time to time, which may be found on the School's website. In particular, Parents agree to abide by the 'Parents' Code of Conduct'. In the event of any breach of this code, the School reserves the right to remove the child from the School roll.
17. The Contracts (Rights of Third Parties) Act of Singapore (Cap. 53B) does not apply to these Admission Conditions.
18. The Parent undertakes to keep the School updated with relevant changes to contact data, the student's immigration status, and the student's educational, emotional, social or health needs to the extent that it would affect the student's ability to fully benefit and participate in the School's curriculum.
19. The School will not be bound legally by any verbal advice it has given.
20. The Admission Conditions shall be governed and construed in accordance with the laws of the Republic of Singapore.
21. All disputes, controversies, or differences arising out of or in connection with the applicant's enrolment and/or admission with the School shall, where the applicant is an enrolled student, be addressed in accordance with the School's Complaints Procedure which may be found on the School's website, and in all other cases by discussion between the parties. Disputes which cannot be resolved between the parties themselves, shall be submitted for resolution under the Private Education Mediation-Arbitration Scheme or if this Scheme is inapplicable to the dispute then to the Singapore Mediation Centre (the 'SMC') for resolution by mediation in accordance with the practices prescribed by the SMC. The parties agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached.