

WARNING

The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.



THE HARBOUR SCHOOL
Unlocking the best

FAMILY ADMISSION RIGHT**Application Form**

We hereby apply for the grant of a family admission right ("**Family Admission Right**") with a purchase price of HK\$450,000 by The Harbour School Foundation Limited (the "**Foundation**"), a charitable institution mentioned in section 88 of the Inland Revenue Ordinance (Cap.112).

We agree and acknowledge that the Family Admission Right and a grant thereof, are subject to the terms and conditions stated in this document (including the attached terms and conditions), and any alternative or replacement terms and conditions from time to time in force made by the Foundation governing and/or applicable to the Family Admission Right, and The Harbour School's admission guidelines and policies from time to time, each as amended by the Foundation.

We further agree and acknowledge that this document does not constitute an offer to sell or a solicitation of an offer to subscribe or purchase or a recommendation of any securities or interests and may not be distributed in any jurisdiction except in accordance with legal requirements applicable in such jurisdiction.

Where there are two applicants for this Family Admission Right and at any time they take conflicting positions, the Foundation shall, in its absolute discretion, determine which of those two person's actions shall prevail.

The School's annual capital levy in effect from time to time is not payable in respect of the Nominated Child, at the Foundation's sole discretion from time to time.

To apply, please:

- (a) return this form to:

Admissions Department,
332 Ap Lei Chau Bridge Rd.
Ap Lei Chau, Hong Kong

- (b) make payment via cheque or bank transfer to:

Account Name: The Harbour School Foundation Ltd.
Bank name: HSBC
Bank Code: 004
Account number: 848-690921-838
Swift Code: HSBCHKHCHKH

- (c) attach all documents from the Application Checklist

Applicant for Family Admission Right

<input type="radio"/> Personal Applicant <i>(please tick if applicable and fill in names of one or both guardians as Applicant(s) below)</i>	<input type="radio"/> Corporate Applicant <i>(please tick if applicable and fill in name of company as Applicant below)</i>
Applicant(s) Name(s): <i>(as shown on HKID / Passport / Certificate of Incorporation / Certificate of Change of Name)</i>	
Business Registration Number: <i>(for Corporate Applicants only)</i>	
Address:	
Contact Name(s)(for Corporate Applicant only):	
Tel:	
Email address(es):	
Nominated Child's Name: <i>(as shown on HKID / Passport)</i>	
Signed for and on behalf of the Applicant(s) named above by the signatories named below, who are duly authorised:	
<div>_____</div> <div>Applicant / Director/Authorised Signatory</div> <div>_____</div> <div>Name</div> <div>_____</div> <div>Date</div>	<div>_____</div> <div>Applicant / Director/Authorised Signatory</div> <div>_____</div> <div>Name</div> <div>_____</div> <div>Date</div>

Checklist:

- Copy of HKID card / passport of the Applicant
- Copy of birth certificate or other official birth and/or adoption record of the child to be nominated by the Applicant
- Crossed Cheque or Bank Transfer Slip for full amount of application (HK\$450,000) or first instalment (HK\$150,000) payable to "The Harbour School Foundation Limited"
- Copy of the Company's Certificate of Incorporation / Business Registration Certificate (for Corporate Applicants)

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**FAMILY ADMISSION RIGHT
Terms & Conditions***Nominated Child*

1. The Holder is entitled to nominate one Eligible Child to attend the School, subject to such child satisfying the admission and other criteria and the discretion of the School whose determination shall be final and binding.
2. A copy of the birth certificate or evidence of adoption of the Nominated Child (as the case may be) must be supplied to the Foundation or the School and the original of which must be shown to the Foundation or the School on demand. The Foundation or the School shall also have the right to request any Holder to provide proof to the satisfaction of the Foundation or the School of the employment or directorship of the parent of the Nominated Child in the Holder (as applicable).
3. If a Holder wishes to nominate any person other than an Eligible Child, prior approval must be obtained from the Foundation.
4. When a Nominated Child has ceased to be enrolled at the School for any reason, if the Holder is a natural person, the Holder may name another Eligible Child as Nominated Child to attend the School.

Redemption or donation of this Family Admission Right

5. The Foundation may redeem this Family Admission Right at the Redemption Amount at any time by giving a written redemption notice to the Holder.
6. If the Nominated Child has never been, has ceased to, or will cease to be enrolled at the School for any reason, the Holder may:
 - a. by giving a written redemption notice to the Foundation, request to redeem this Family Admission Right at the Redemption Amount; or
 - b. by giving written notice to the Foundation immediately surrender this Family Admission Right to the Foundation and:
 - i. designate an amount of no greater than the Redemption Amount as a donation (for nil payment); and
 - ii. by giving a written redemption notice to the Foundation, request to redeem this Family Admission Right at the Redemption Amount less the donated amount.
7. A redemption notice takes effect on later of the date of the notice or the Nominated Child's last day of enrolment at the School. All rights under this Family Admission Right (other than the right to receive the Redemption Amount (if any)) terminate immediately and automatically upon effect of a redemption notice or the surrender of this Family Admission Right.
8. If a Holder's written request for redemption is accepted by the Foundation, the Foundation shall pay the Redemption Amount (if any) to the Holder at a time of the Foundation's choosing, against surrender of the Certificate, from the proceeds of issuance of additional Family Admission Rights, after application of these proceeds to capital expenditures, administration of its admission rights and debenture programs and other Foundation approved purposes at the Foundation's sole discretion.
9. The Family Admission Rights will also be redeemed on winding up of the Foundation. In that case, amounts payable in redemption will be determined by the terms of winding up.
10. The Holder shall have no right to demand or otherwise seek payment from any THS Group Member in connection with this Family Admission Right except in accordance with Clause 8 or 9.

The Certificate

11. The Foundation will issue a Certificate to the Holder, which shall be kept at the Foundation's offices unless otherwise requested by the Holder.
12. The Foundation may amend the Certificate to reflect a change of legal company or individual name of the Holder on payment of a fee, as the Foundation may determine from time to time, and submission of proof to the satisfaction of the Foundation of the change of legal name of the Holder.
13. If the Certificate shall have been lost, stolen, destroyed or defaced in whole or in part so as to be incapable of use, the Foundation shall, on payment of a fee, as it may determine from time to time, and on such terms as it may require, deliver to the Holder a new certificate in lieu thereof and, in case of defacement, against the surrender of such Certificate.

Other terms

14. Notices hereunder shall be given in writing by email to the Foundation at admissions@ths.edu.hk or to the Holder at its last email address known to the Foundation.
15. The Foundation may at any time grant further or additional admission rights, nomination rights, debentures or other similar rights to any person on any terms as it may decide, and may at its sole discretion change the admission policy and guidelines of the School.
16. The rights conveyed to the Holder by this Family Admission Right are set out in Clauses 1, 4, 6, 8, 9, 11, 12, 13 and 14 of these terms and conditions.
17. Save for the Holder and each of the THS Group Members, no person has any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or to enjoy the benefit of any these terms and conditions.
18. The Foundation shall recognize and treat the Holder as the only person being entitled to the rights and benefits conveyed by this Family Admission Right. The Foundation shall not be affected by notice of any right, title or claim of any person to this Family Admission Right other than the Holder.
19. This Family Admission Right does not represent any debt owing from any person to any other person, does not bear interest, and is not secured on any property, assets or undertakings of the Foundation. Proceeds of this Family Admission Right will be applied towards the objectives of the Foundation. This document does not constitute an offer to sell or a solicitation of an offer to subscribe or purchase or a recommendation of any securities or interests and may not be distributed in any jurisdiction except in accordance with legal requirements applicable in such jurisdiction.
20. The Family Admission Right is not negotiable or transferrable in any manner. The Foundation may cancel the Family Admission Right in its sole discretion in any manner and on any terms if the Holder attempts to transfer, or otherwise breaches any provision of, this Family Admission Right.
21. The Foundation shall determine any dispute arising in relation to this Family Admission Right. The decision of the Foundation is final and binding. Any discretion or right of the Foundation concerning this Family Admission Right may be exercised by the Foundation in its sole and absolute decision.
22. This Family Admission Right shall be governed by and construed in accordance with the laws of Hong Kong. The Foundation and the Holder submit to the exclusive jurisdiction of the courts of Hong Kong.
23. In addition to the terms and conditions set forth herein, this Family Admission Right is subject to all terms and conditions set out in the Family Admission Right application form, which are hereby incorporated by reference in their entirety. Those documents comprise the entire agreement concerning this Family Admission Right and all other terms, warranties and representations are expressly excluded. The Foundation may also amend, supplement or modify those documents at any time by giving notice to the Holder (including by publishing such updated documents on the School's website), with such updated documents taking effect 30 days after such notice, provided the Foundation has received no objection in writing from the Holder.

Definitions

24. The following definitions apply in this terms and conditions:

- a. **“Administrative Fee”** means the fee charged on redemption of this Family Admission Right, as determined by the Foundation from time to time in its sole discretion;
- b. **“Certificate”** means a certificate evidencing the Holder’s entitlement to the rights of the Holder under this Family Admission Right;
- c. **“Depreciated Amount”** means the amount listed below for the corresponding period:

Date of redemption	% of Purchase Price
Before the first day of Second School Year	85%
Thereafter and before first day of Third School Year	77.5%
Thereafter and before first day of Fourth School Year	70%
Thereafter and before first day of Fifth School Year	62.5%
Thereafter and before first day of Sixth School Year	55%
Thereafter and before first day of Seventh School Year	47.5%
Thereafter and before first day of Eighth School Year	40%
Thereafter and before first day of Ninth School Year	32.5%
Thereafter and before first day of Tenth School Year	25%
Thereafter and before first day of Eleventh School Year	17.5%
Thereafter and before first day of Twelfth School Year	10%
Thereafter	0%

After the first day of the Second School Year, the % of Purchase Price is prorated for the number of days in the relevant period until the written notice to redeem or surrender this Family Admission Right pursuant to Clause 5 or 6 takes effect;

- d. **“Eligible Child”** means one natural or adopted child of:
 - i. the Holder or their extended family, if the Holder is a natural person; or
 - ii. any director or employee of the Holder, if the Holder is a corporate entity;
- e. **“Foundation”** means The Harbour School Foundation Limited;
- f. **“Grant”** means the day of the grant of this Family Admission Right;
- g. **“Holder”** means the person who is recognised by Foundation as being entitled to the rights conveyed by this Family Admission Right;
- h. **“Nominated Child”** means the Eligible Child nominated pursuant to Clause 1;
- i. **“Outstanding Fees”** means at any time all outstanding charges, costs and administrative fees payable to any THS Group Member by the Holder or otherwise in connection with the Nominated Child or any family member of the Nominated Child;
- j. **“Purchase Price”** means the purchase price (as stated on application form signed by the Holder);
- k. **“Redemption Amount”** equals the Depreciated Amount, less the sum of (i) any Outstanding Fees, (ii) any Unpaid Instalments and (iii) the Administrative Fee, each as determined by the Foundation, at the time the relevant written notice is effective pursuant to Clause 5 or 6;
- l. **“School”** means The Harbour School;

- m. **"School Year"** means the academic year of the School;
- n. **"Second School Year"** means the School Year immediately after the School Year of the Grant to the Holder, **"Third School Year"** means the School Year immediately after the Second School Year, and **"Fourth School Year"**, **"Fifth School Year"**, **"Sixth School Year"**, **"Seventh School Year"**, **"Eighth School Year"**, **"Ninth School Year"**, **"Tenth School Year"**, **"Eleventh School Year"** and **"Twelfth School Year"** have corresponding meanings;
- o. **"THS Group Member"** means each of the Foundation, The Harbour School ALC Limited, The Harbour School Limited, The Children's Institute of Hong Kong Limited and the School; and
- p. **"Unpaid Instalments"** means, if this Family Admission Right is paid in instalments, any amount unpaid on this Family Admission Right by the Holder at the time the relevant written notice is effective pursuant to Clause 5 or 6.

CERTIFICATE NO.: []

**Certificate
of
FAMILY ADMISSION RIGHT
PURCHASE PRICE HK\$450,000**

granted by The Harbour School Foundation Limited

Name of Holder

Date of Grant

The Harbour School Foundation Limited

* This certificate is issued pursuant to, and governed by, the terms and conditions, as they may be amended by The Harbour School Foundation from time to time.