



CONDITIONS GOVERNING ENROLMENT AND ADMISSIONS (FOR NEW ADMISSIONS POLICY SEPT 2021)

1) Effect and Interpretation

- a) These Conditions Governing Enrolment and Admissions ("**Admissions Conditions**") and the Admissions Policy (found on the School's website [["Admissions Policy"](#)]) govern the application for and enrolment in Tanglin Trust School Ltd (the "**School**").
- b) By applying for admission to the School, parents, guardians and/or any persons with parental responsibility for the student or prospective student ("**Parent**" or "**Parents**"), as the case may be, are deemed to accept that they are bound by the terms of the Admissions Policy and Admissions Conditions.
- c) Capitalized terms which are not defined in these Admissions Conditions have the same meaning as defined in the Admissions Policy.
- d) Headings are for ease of reading only and are not to be taken as terms of these Admissions Conditions.
- e) Where reference is made to any laws, Act, regulation or other legislation, or to any scheme or process prescribed by legislation, this shall be read as a reference to the currently prevailing laws, legislation, scheme or process as may be amended from time to time.

2) Application for Enrolment

- a) Application for enrolment is made via the application process set out on the School website and paying the Application Fee as stated in the Fees Schedule. No invoice for the Application Fee will be issued in advance. A receipt to acknowledge payment will only be given upon request.
- b) The Application Fee is a non-refundable, one-off payment required for the submission of an application in the amount indicated in the School's online application form;
- c) Applications are valid from the date of application until:
 - i) the issue by the School of an Offer Letter;
 - ii) a notification that the application has been placed in the Waitpool; or
 - iii) a notification that the application is unsuccessful.
- d) Upon receipt by the School of the fully completed application and full payment of the Application Fee, the prospective student ("**applicant**") may be:
 - i) placed in the Applicant Pool for review and assessment for a place in the School; or
 - ii) declined, if in the opinion of the relevant Head of School, the applicant does not meet the minimum entry criteria set out in the Admissions Policy, or the School is not the right learning environment for the applicant.

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- e) Applicants in the Applicant Pool will be reviewed and assessed by the relevant Head of School and the Director or Admissions during the academic year immediately before the desired year of entry. The outcome of the review and assessment of the Applications Pool may be:
- i) an offer of a place in the School;
 - ii) allocation to the Waitpool for consideration for places which becomes available during the academic year applied for and the following academic year. If no place is offered during these 2 years, the application will be considered as unsuccessful; or
 - iii) the application is unsuccessful.

Unsuccessful applicants may re-apply by submitting a fresh application.

- f) Each application shall be made on the understanding that 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.
- g) If information relevant to the extent of the applicant's educational, emotional, social or health needs has not been made apparent to the School at the time of application and admission, or during enrolment (where such needs arise subsequent to admission), the School reserves the right to ask the Parent to withdraw their child, based on the School's assessment (in its sole discretion) that the School is unable to meet such needs.
- h) The application process is more fully set out in the Admissions Policy.

3) Offer of a Place

- a) The School's offer of a place will be via an **"Offer Letter"** which may be accepted by both Parents 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 Enrolment Fee and school fees for the first term. If the Enrolment Fee and the school fees are not received by the date specified, the offer is deemed withdrawn. The Enrolment Fee is a non-refundable one-off payment in the amount as indicated on the Fees Schedule which is required to be paid for acceptance of an offer of a place.
- b) If, for any reason Parents cancel 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 their child, and Parents accept and acknowledge such amount of liquidated damages are a genuine pre-estimate of loss suffered by the School due to the cancellation.
- c) A Capital Levy is charged per student at the prevailing rate as stated in the Fees Schedule for all students enrolling into the School.
- d) If a place is offered after the start of a term, the school fees for the term that has commenced, in addition to the fees for the following term, will be payable when the offer is accepted.

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- e) 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.
- f) The conditions in the Offer Letter form part of these Admissions Conditions.
- g) The placement of the student into a particular year group is determined by the student's age on 1 September of each academic year.
- h) Parents acknowledge that the School determines the curriculum and may deliver its curriculum and its programmes on or off site and via any appropriate means, including via online or other remote processes.

4) School Fees

- a) Fees are charged for each student according to the prevailing Fees Schedule found on the School website, and comprise of the components set out therein.
- b) 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, the Parent shall, prior to the start of that first term, pay Advance Fees for the second term. Generally, each term's school fees shall be paid as illustrated below:
 - i) School fees for Term 2 are billed and payable prior to the start of Term 1;
 - ii) School fees for Term 3 are billed and payable prior to the start of Term 2; and
 - iii) 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.
- c) In the event that school fees for Term 1 of the following academic year are billed before the School's announcement of any increase of school fees, the additional school fees applicable will be included in the invoice for the following term's fees.
- d) 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.
- e) School fees are calculated on an annual basis but for administrative purposes, are split equally into 3 invoices, each in relation to one of the School's three academic terms. Parents acknowledge that fees are payable regardless of the of the respective length of each term, and where students are not attending formal classes including during the examination terms of the years students sit for examinations.
- f) School fees paid for a term which has commenced are not refundable under any circumstances, including where a student has not attended the full term for any reason.

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- g) Each person who has signed an Acceptance Letter and of each Parent (if different), shall be jointly and severally responsible to pay school fees . 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.
- h) For any 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.
- i) A student will be deemed withdrawn from the School for non-payment of fees, without notice to Parents, if school fees (including Advance Fees) remain unpaid by the stipulated due date.
- j) In the event of some incident, situation or circumstance 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 or otherwise deny or limit entry to students or staff to School premises during the currency and / or aftermath of such incident, situation or event, the School will not be obliged to refund all or any part of the fees or Advance Fees and fees will continue to be payable according to the Fees Schedule.

5) Withdrawal and Late Withdrawal

- a) Parents may withdraw their child from the School by giving a written notice of withdrawal to the Admissions Department via the parent portal. 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 ("**Withdrawal Deadline**"). Any withdrawal notification given to class teachers or any other staff member will not be accepted as a notice of withdrawal.
- b) Where written notice of withdrawal is given by the Withdrawal Deadline and withdrawal is to take effect on the last day of a term, the Advance Fees, less any amounts which are due and payable to the School, will be returned in full (without interest).
- c) Where written notice of withdrawal is not given by the Withdrawal Deadline and given after the Withdrawal Deadline or not given at all, the School shall be entitled to retain the Advance Fees or a proportion thereof, in accordance with the following provisions, and the Parent accepts and acknowledges that such amount retained is 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 by the Withdrawal Deadline but is given between the Withdrawal Deadline and the last school day of that term, 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.

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- ii) Retention of 100% of the Advance Fees:- Where written notice of withdrawal is given after the last school day of the term, or where a student fails to start a new term and no written notice of withdrawal has been given, 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.
- d) 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.
- e) 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 the term and refund the remainder.
- f) 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.
- g) A notice of withdrawal from the School will require the consent of both Parents unless there is evidence of relevant court orders relating to custody, care and control, or other related court orders.
- h) 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.
- i) Notwithstanding anything to the contrary in these Admission Conditions, 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 or 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.

6) Re-admission to the School

- a) Where the student has withdrawn from the School and wishes to be re-admitted:
 - i) 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 Application Fee, the Enrolment Fee and Capital Levy, and no updated application forms nor school reports will be required.

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- ii) within a term which is more than one term after the term in which the withdrawal takes place, a fresh application is required including the payment of the Application Fee and the submission of updated reports as required. Such re-admission shall be subject to the same criteria as a fresh application for a place. If a place is offered, the Enrolment Fee and one term's fees is payable to accept the place and a fresh Capital Levy will be payable.

7) Immigration Passes (not applicable to Singapore Citizens and Permanent Residents)

- a) Student's / Dependent's Pass 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) and providing a copy to the School.
- b) 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 forthwith upon any change in the status of these matters.

8) 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 begun an application for their child to become a Singapore Citizen. If the School assesses that the child has satisfied the Entry Criteria and the Selection Criteria, and if the School is prepared to offer the child a place according to its prevailing selection and prioritisation criteria, the School will facilitate the request to the MOE for the waiver. Whether or not an application for an MOE Waiver is successful is at the sole discretion of the MOE. 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 required above, 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.

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- e) Whilst an MOE Waiver is currently not required for Singapore Citizens who are younger than 6 years old, all Singapore Citizens will need an MOE Waiver to continue at the School from the calendar year in which they turn 7 years old. Admission to the School at a pre-school level does not exempt a student from having to obtain an MOE Waiver to continue at the School, nor does it guarantee that an application for the MOE Waiver will be made by the School nor that MOE will grant the application if made.
- f) Parents are informed further that according to the Compulsory Education Act, 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.
- g) Further details on Singapore Citizenship are set out in the Admissions Policy.

9) Medical Attention & Personal Injury

- a) 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 clinic, nursing home or hospital, all expenses thereby incurred being for the Parent's account.
- b) The Parent accepts that the School cannot be responsible for any personal injury which the student or family members 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 or family members may sustain.

10) General

- a) Parents agree to read, understand, accept 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 acknowledge the contents of and agree to the Behavior Policy, the Illegal Drugs and Testing Policy and agree to abide by the 'Parents' Code of Conduct'. In the event of any breach of the "Parents' Code of Conduct", the School reserves the right to remove the child from the School roll.
- b) Parents undertake 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.

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- c) The School will not be bound legally by any verbal advice it has given.
- d) The School has the sole discretion to waive any of its rights or entitlements, including those set out in these Admissions Conditions, and to grant exceptions to school policies and rules due to special circumstances. No waiver shall operate or be construed as a waiver of any other or subsequent breach.
- e) The Contracts (Rights of Third Parties) Act of Singapore does not apply to these Admissions Conditions.
- f) The Admissions Conditions shall be governed and construed in accordance with the laws of the Republic of Singapore and the School and Parents submit to the exclusive jurisdiction of the courts of Singapore. Parents acknowledge and accept that the School is subject to the laws of Singapore and is under the purview of certain government agencies, and will comply with procedures and processes dictated by law and issued by such agencies where required to do so.
- g) Parents and the students are the cornerstone of the School community and are expected to support the cohesion of the community and uphold the good reputation of the School. Parents agree to address any differences with the School in a positive manner with the mission and values of the School in mind. 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 discussions in good faith between the parties. Disputes which cannot be resolved between the parties themselves, may be submitted by either party for resolution under the CPE Mediation-Arbitration Scheme if that party chooses to do so.

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