

**Terms and Conditions  
Guaranteed Placement Right**

1. This Guaranteed Placement Right ("**GPR**") is one of a series for the academic year of 2019 to 2020.
2. This GPR is interest-free, non-depreciating, non-refundable, non-tradeable and non-saleable. Subject to Clause 7 hereof, this GPR shall lapse upon expiry of the Effective Period.
3. TTSL will issue this GPR together with an invoice within 14 days from the date of the confirmation in writing of the Holder's purchase. However, this GPR will only be released to the Holder upon the receipt by TTSL of the Price in full.
4. The Price shall be paid in full by the Holder to TTSL within 30 days from the date of the invoice referred to in Clause 3 above. Upon the receipt by TTSL of the Price in full, TTSL shall release this GPR to the Holder. In the event that the Price is not paid when due, TTSL shall be entitled to forthwith cancel this GPR and this GPR shall become null and void.
5. For the avoidance of doubt, the Price does not include payment of any school fees or building fund and there will not be any pro-rated reimbursement of the Price whether or not this GPR is exercised.
6. From the date of the confirmation in writing of the Holder's purchase of a GPR, the Holder may nominate one child (being a child of an employee of the Holder and who is deemed by TTSL to be suitable at TTSL's sole and absolute discretion) for guaranteed placement with the School, subject always to the following conditions:-
  - (i) the School's prevailing enrolment and admission policy;
  - (ii) such nomination shall be made by the Holder in the 1st year of the Effective Period and received by the School on or before:-
    - (i) 1<sup>st</sup> April of the preceding academic year for the intake in the 1st term of a new academic year in the month of August; or
    - (ii) 1st of October of the new academic year for the intake in the 2nd term of the new academic year in the month of January;failing which, such child will not be entitled to guaranteed placement in the School and that child will only receive priority on the School's waiting list and rank in front of other applicants but behind the children of TTSL's employees and the holders of GPRs who have made the nomination by 1st of April or 1st of October as set out in Clause 6(ii) above; and
  - (iii) the payment of the Price in accordance with Clause 4 above.
7. Once a child has been nominated to use the GPR in the 1st year of the Effective Period, the GPR will be automatically converted to a standard placement right ("**SPR**") for the remaining term of the Effective Period. Notwithstanding the foregoing and whether or not a nomination has been made by the Holder, the GPR will be automatically converted to a SPR for the remaining term upon expiry of the 1st year of the Effective Period.
8. A sibling of such child under the GPR will need to be covered by his/her own GPR to gain the same priority, otherwise he/she will not obtain any sibling priority.

9. The Holder may not sell, assign, or transfer this GPR to any other person. However, this GPR may be transferred to:-
  - (i) a child of another employee of the Holder; or
  - (ii) a child of an employee of the Holder's subsidiary (being a company which the Holder holds not less than 51% of its fully paid-up shares);

Subject Always to the School's prevailing enrolment and admission policy and upon payment of an administrative fee of \$2,000.00 (for each transfer) and on such terms as to evidence of the other employee or the Holder's subsidiary as the School shall require, this GPR will be transferred to such nominated child as a SPR and TTSL will deliver to the Holder or its subsidiary a SPR Certificate in the new name against surrender of this GPR.

10. Any child who has gained admission to the School under the terms of a GPR and subsequently ceases to be a student of the School, by reasons of, including but not limited to, withdrawal, shall not have the status of a returning student upon applying for re-admission and will rank on any waiting list of the School as normal waitlist category.
11. A child under the GPR scheme is subject to and shall comply with the School's Code of Conduct. Such child would face disciplinary action, including expulsion, if he or she violates the Code of Conduct. In the event that such child is expelled from the School, the GPR may be transferred to another child in accordance with and subject always to the conditions as set out in Clauses 9 and 10 above.
12. The Holder will be entitled to a first right of refusal on the purchase of a replacement of this GPR.
13. TTSL shall keep a Register of GPR Holders and will enter therein the details of all GPRs issued.
14. If this GPR shall be lost, stolen, destroyed or defaced in whole or in part so as to be incapable of use, TTSL shall, on payment of a suitable fee as it shall determine and on such terms as to evidence, identity, indemnity and expenses incurred by TTSL in investigating and verifying title as it shall require, deliver to the Holder a replacement GPR *in lieu* of this GPR and in the case of defacement, against the surrender of this GPR.
15. TTSL may at any time resolve to issue further GPRs in such number, for such sum and on such terms and conditions as shall in its absolute discretion deem fit.
16. TTSL may at any time amend the Terms and Conditions of this GPR but such amendments will not derogate the rights or alter the obligations of the Holder existing prior to such amendments.
17. In the event that TTSL shall be rendered unable to carry out the whole or any part of its obligations under this Agreement for any reason beyond its control, including but not limited to national emergency, war, prohibitive governmental regulation, the performance of its obligations hereunder as they are affected by such cause shall be excused and the Holder agrees that no refund of the Price (whether in full, pro-rated or otherwise) shall be made by TTSL in such circumstances.
18. This GPR shall be governed by, and construed in accordance with, the laws of Singapore.

19. Definitions

In this Terms and Conditions:

- (i) All terms and references used in this Terms and Conditions and which are defined or construed in the Certificate but are not defined or construed in this Terms and Conditions shall have the same meaning and construction in this Terms and Conditions.
- (ii) “**Code of Conduct**” means the code of conduct for students issued by TTSL (as the same may be amended or supplemented from time to time), which can be found in the handbook for families.