



## CONDITIONS GOVERNING ENROLMENT AND ADMISSIONS (BEFORE DEC 2009)

All parents are requested to note that the enrolment and admission to Tanglin Trust School Ltd (the 'School') are subject to the conditions set out below. Parents, guardians and/or any persons with parental responsibility for the student or have paid any fees or given instructions in relation to the student (a "Parent") of a student or prospective student of the School are asked to sign the relevant section of the application form in recognition of their acceptance of these conditions. Applications are valid from the date of application until a place becomes available in the school. The application for admission can be deferred for a maximum period of two years from the date of place available, following which a new application and enrolment fee will be required.

1. This application should be submitted with full payment of the enrolment fee as stated in the Fee Schedule<sup>1</sup>. Invoice for enrolment fee will not be issued in advance. A receipt will only be given upon request to acknowledge payment.
2. This 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 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 on the date of admission, the School reserves the right to ask any 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. Upon the School's offer of a place, the parent must accept the offer in writing or by e-mail by the date specified in the offer letter, otherwise the offer is deemed withdrawn. Upon the acceptance of the place in the School, the parent shall immediately pay the requisite school fees (including the refundable deposit) in the amount applicable at the time of admission (For the current fees, please see the schedule of the current fees and information, that may be found in the Application Pack located on 'How to Apply' section of the school website.) Please note, however, that all fees are subject to variation at any time and that the fee rates indicated on the schedule may not be the rates applicable at the date of admission. The conditions on the offer letter form part of the Admission Conditions.

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<sup>1</sup> Fee Schedule as published on the school's website.

## 6. School Fees

- a. The School requires all students to have **one term fees** in place before the start of a school term.
- b. In the event that school fees for Term 1 of the following academic year are billed before announcement of the revision 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. 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 the 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 a Letter of Offer, given a Confirmation of Acceptance, or any person who has parental responsibility for the student or has paid any fees or given instructions in relation to the student. The School may withhold any information or property 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. The School reserves the right to refuse a payment from a third party.
- f. **Late Payment of School Fees**  
The School will impose a 5% late payment fee for fees not paid by stipulated due date.
- g. **Automatic withdrawal upon non-payment of fees**  
A student will be deemed withdrawn from the School without notice if fees for the following term remain unpaid by the published withdrawal deadline for the current term in session.

## 7. Basis for the Refund of the 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 where a place is offered to the applicant but not taken up irrespective of whether an offer is accepted or not.

## 8. Withdrawal:

A child may withdraw from the School by giving a written notice of withdrawal.

### Notice of Withdrawal

The written notice of withdrawal must be received by the School by the deadline stated on the school's website, which is also deemed to be the withdrawal deadline (the 'Withdrawal Deadline').

**9. Basis of Refund of Refundable Deposit**

- a. Return of the refundable deposit (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 refundable deposit, less any amounts which are due and payable to the School, will be returned in full (without interest).

- b. Retention of the refundable deposit (without interest)**

In circumstances where written notice of withdrawal is not given in accordance with the Withdrawal Deadline, the School shall be entitled to retain a proportion of the refundable deposit 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 by the School

- (i) Retention of 50% of the one term 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 following term's fee 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 to 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 one term 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 one term fees will be forfeited in lieu of notice as liquidated damages to 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 refundable deposit will be made as soon as practicable after it has become due to the individual(s), company or organization 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 organization indicated as the drawer of the cheque.
- d.** Notwithstanding that the refundable deposit should not be used to offset any amounts due and payable to the School, in the event that there are any such amounts due and payable to the School, the School, at its absolute discretion, reserves the right to deduct such amounts (the same being liquidated damages) from the refundable deposit on the last day of a half-term or the last day of a full term.

- e. In the event that the party who paid the refundable deposit cannot be traced after the School has used all reasonable endeavours, the School will be entitled to retain the refundable deposit, 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 refundable deposit.

**10. Re-admission to the School**

Where a child has been withdrawn from the School and the refundable deposit has been repaid, no enrolment fee will be payable if the child is readmitted to the School in the term immediately following the term in which the withdrawal takes place. If the child is readmitted to the School more than one term after the term in which the withdrawal takes place, the full enrolment fee will be payable at the prevailing rate of readmission.

- 11.** The Chief Executive Officer of the School (the 'CEO') may require at any time the withdrawal of a child 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 child's misconduct or the child's inability to participate in and benefit fully from the school curriculum without extensive individual assistance. It may also include the failure at the stage of applying for a place in the School to declare accurately and fully the extent of the child's individual educational needs.

- 12.** (Not applicable to Singapore Citizens and Permanent Residents) Admission to, and continued status as a student at, the School is conditional on the child possessing a valid Student's Pass or Dependent's Pass issued by the Immigration & Checkpoints Authority (ICA) of Singapore. As the validity of the Student's or Dependent's 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.** (Applicable to 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). Parents are required to inform the School if their child is a Singapore Citizen prior to admission. In the event that Parents fail to notify the School that their child is a Singapore Citizen prior to admission, 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 any financial penalties and/or related legal costs incurred in the event the Parents fail to provide the School with such requisite information.

- b. 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/>)

- 14.** Where the need arises and the situation is such that the Parent cannot be contacted to give consent, the CEO may authorize the medical examination of a child, the calling of further medical

or specialist advice or the removal of the child 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 child 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 child may sustain.
- 16.** Parents agree to abide by the School's prevailing 'Parents and Visitors code of conduct'. In the event of any breach of this code, the School reserves the right to remove the student from the School roll.
- 17.** The Contracts (Rights of Third Parties) Act of Singapore (Cap. 53B) does not apply to these conditions.
- 18.** It is the Parent's responsibility to keep the School updated with relevant changes to contact data.
- 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 child's enrolment and /or admission with the School which cannot be resolved as between the parties themselves, shall at the first instance be submitted 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.