

# TERMS AND CONDITIONS GOVERNING GUARANTEED PLACEMENT RIGHTS ISSUED BY DULWICH COLLEGE (SINGAPORE) (the "College")

1. Dulwich College (Singapore) Guaranteed Placement Rights Scheme ("Scheme")

The Scheme enables an individual or a corporation to purchase a Guaranteed Placement Right ("GPR"). A limited number of GPRs are available and will be sold on a first-come, first-served basis.

Each GPR entitles the holder of such GPR ("Holder") to nominate one (1) child ("Nominee") for <u>waitlist prioritisation</u> with the College in any year group ("Guaranteed Placement") and at any time in the academic year for which an offer of a place at the College is made, subject to the terms and conditions as set out herein ("Terms and Conditions").

A Nominee of a corporate Holder must be a child of an employee who is contractually employed by such corporate Holder or one of its wholly owned subsidiaries at the time of nomination.

The Scheme and the GPR do not contemplate or involve the issue of any securities (including any equity, bonds or debentures) by the College.

#### 2. Price

The price of a GPR is \$\$250,000 (excluding GST) ("**Price**"). Subject to the Nominee's fulfilment of the College's admissions criteria (as set out in paragraph 4 below) and an offer of a place at the College in respect of the Nominee, the College will issue the GPR offer together with an invoice. However, the GPR will only become binding upon the receipt by the College of the Price in full.

The Price shall be paid in full by the Holder to the College within fourteen (14) days from the date of the invoice referred to in the paragraph above. Upon the receipt by the College of the Price in full, the College shall release the GPR to the Holder. In the event that the Price is not paid when due, the College shall be entitled to forthwith cancel the GPR and the GPR shall become null and void.

The Price does not constitute a deposit or, a payment of course money and is strictly non-refundable. The Price is exclusive of school fees, capital levy, application fees and shall not be set off against any school fees or any other fees payable to the College.

#### 3. Non-tradeable and non-transferable

The Holder may not sell, trade, assign or transfer the GPR to any other person. The priority admission right conferred by the GPR is personal to the Nominee only, and may not be used in respect of or transferred to another child.

The GPR may not be sold back to the College and shall carry no redemption rights.





#### Admissions Criteria

Following the nomination of a Nominee and submission of a completed application (including the payment of all prevailing application fees), the Admissions Committee will review the Nominee's application to ensure the Nominee meets the College's prevailing admissions requirements and entrance criteria. Please refer to the College's <u>Admission Brochure</u> and <u>Admission Policy</u> for further details and information. Enrolment is subject to the Terms and Conditions Governing Enrolment and Admissions to Dulwich College (Singapore).

#### Withdrawal after nomination

The Guaranteed Placement is non-deferrable. If a Holder wishes to withdraw a Nominee or does not wish to exercise the Guaranteed Placement, the Holder should notify the College in writing. No refund of the Price will be given on withdrawal or the failure to exercise the Guaranteed Placement.

### 6. Nominee subject to College rules; Withdrawal or Exclusion of Nominee

A Nominee under the GPR scheme is subject to and shall comply with the College's prevailing <u>rules and policies</u>. Such Nominee would face disciplinary action, including suspension, withdrawal or exclusion, if he or she is deemed by the College in its sole and absolute discretion to have violated the College's rules and policies.

Should a Nominee be withdrawn or excluded from the College for whatever reason, the GPR may not be assigned to another child. No refund of the Price will be given on such withdrawal or exclusion.

#### 7. Right to assess GPR applications and exercise discretion

The College reserves the full right to assess all individuals and corporations wishing to purchase a GPR, request all information and documents as it may deem necessary for the purposes of assessing a prospective Holder, and exercise its sole and absolute discretion when allocating GPRs. The College is under no obligation to provide reasons to applicants in cases where applications for GPRs are not successful and shall not be held liable legally or otherwise, whatsoever and howsoever arising for any such decisions.

### 8. Amendments

The College may at any time resolve to cease to issue GPRs or issue further GPRs in such number, for such sum and on such terms and conditions as shall in its absolute discretion deem fit.

### 9. Exclusion of liability

No liability whatsoever and howsoever arising shall be incurred by the College to the Holder (including the employees of a corporate Holder) or the Nominees for anything done, declined or





omitted to be done by the College hereunder.

#### 10. Severance

If any provision of these Terms and Conditions or part thereof is rendered void, illegal or unenforceable by any law to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of these Terms and Conditions.

#### 11. Personal Data Protection

The Holder and the Nominee hereby consent to the College collecting, using and disclosing personal data before, during or after the Nominee's enrolment with the College, relating to the Holder and the Nominee including those personal data provided in or along with the application form and such other personal data collected from time to time. The consent of the Holder and Nominee given herein is strictly on the condition that the foregoing personal data are required to be collected and used solely for purposes of the assessment and allocation of the GPR by the College. If the Nominee is under 18 years of age, the Holder further confirms that by consenting to this provision, the Holder is giving consent for themselves as well as on behalf of the Nominee with respect to the collection, use and disclosure of personal data relating to them.

The Holder acknowledges that the College may disclose the personal data of certain individuals (students and staff) to the Holder solely for the purposes of maintaining contact between the Holder and the College, and that accordingly, the Holder will safeguard and not use or disclose this personal data for any other purpose, or transfer this personal data to third parties or out of Singapore for any reason. The Holder must immediately notify the College if they become aware of any event or incident which gives rise to a risk of or results in the unauthorized access, collection, use, disclosure, copying, modification, disposal, loss, destruction or similar risks of personal data held by the parents/guardians and provided to them by the College under this section.

### 12. Force Majeure

If the College is by reason of Force Majeure (hereafter defined) rendered unable wholly or in part to perform its obligations under these Terms and Conditions, then upon notice in writing of such Force Majeure from the College to the Holder as soon as reasonably practicable after the occurrence of the cause relied on, the College shall be released from such obligations to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist. The Holder agrees that no refund of the Price (whether in full, pro-rated or otherwise) shall be made by the College in the event of a Force Majeure.

"Force Majeure" means any of the following events:

- a. war, invasion, rebellion, revolution, insurrection or civil war;
- b. prohibitive government regulation or any other act of government in its sovereign capacity;
- c. natural disasters including earthquakes, fire, lightning, storms, floods or any other occurrence caused by the operation of the forces of nature;
- d. strikes, lockouts, boycotts or labour disputes;
- e. terrorism, sabotage, arson, pandemic, epidemic;
- f. failure of the Holder and/or the Nominee to obtain relevant visas or approval for entry into Singapore;





- g. any other event similar to any of the above; or
- h. any other event beyond the reasonable control of the College.

## 13. Governing Law and Dispute Resolution

The Scheme shall be governed by and construed in accordance with the laws of Singapore. In cases where a dispute arises in connection with the Scheme, allocation of GPRs or otherwise, the parties shall negotiate in good faith to resolve the dispute. If the dispute is not satisfactorily resolved within three (3) months, the parties agree to refer the dispute to the <a href="CPE Mediation-Arbitration Scheme">CPE Mediation-Arbitration Scheme</a>.

SIGNED [as a duly authorised representative for and on behalf of] [by] the Holder:
Name:
[Title/Designation]
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Date:
Date.

