



# Our School Individual Debenture Application Form

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*For school use only*

**Applicant Name**

**Nominated child / children name(s)**

**Date Received**

**Year Group Applying For**

**Requested Start Date**



## INDIVIDUAL DEBENTURE APPLICATION FORM

**To: The Board, Nord Anglia School (Hong Kong) Limited (the “Foundation”)**

I hereby apply to purchase the following Individual Debenture(s) for admission into Nord Anglia International School, Hong Kong (the “School”).

Please fill in the number of Individual Debenture(s) (“ID”), for which you wish to apply, \_\_\_\_\_ at a Principal Amount of: HK\$500,000 per ID.

I understand that the allotment of Individual Debentures is subject to approval of the Foundation which may be granted or not in its absolute discretion and it shall not be obliged to give any reason for its decision.

I hereby authorise you to place my name and other personal data on the register as the holder(s) of the Individual Debenture(s) so allotted. I have read and understood this Application Form, the Personal Information Collection Statement and the attached pro-forma draft of the Individual Debenture and agree to be bound by them.

I confirm that the information and representations provided in this Application Form (including that information stated in the supporting documents provided to the Foundation in connection with my application) are true, complete and accurate, and that the Foundation is entitled to rely fully on such information and representations for all purposes, unless and until the Foundation receives in writing notice from me of any change.

I enclose a cheque for the full amount of this application of HK\$ \_\_\_\_\_

Please make the cheque payable to **Nord Anglia School (Hong Kong) Limited** and write your full name on the back of the cheque.

Name of Applicant:			
Address:			
Telephone:		Email:	



## INDIVIDUAL DEBENTURE APPLICATION FORM

### DETAILS OF CHILD / CHILDREN TO BE NOMINATED:

Please complete this Application Form in English.

<b>Child 1 Name:</b>		<b>Date of birth:</b>		<b>Entry Year:</b>	
<b>Child 2 Name:</b>		<b>Date of birth:</b>		<b>Entry Year:</b>	

<b>Applicant's Name (Block Capitals):</b>	
<b>Applicant's Signature:</b>	

A completed Admissions Application Form for the Nominated child/children

Copy of the HKID Card and Passport of the Applicant

Copy of the birth certificate or other official birth/adoption records of the Nominated child / children

Copy of the HKID Card and Passport of the Nominated child / children



## INDIVIDUAL DEBENTURE APPLICATION FORM

This Individual Debenture is issued pursuant to the Memorandum of Association of Nord Anglia School (Hong Kong) Limited (the “Foundation”) subject to the terms and conditions hereunder. I understand the Foundation reserves the right to charge an administrative fee for processing my/our application.

### TERMS

1. The Foundation acknowledges receipt of the amount stated above for this Debenture.
2. The holder of this Debenture (“Registered Holder”) agrees and accepts the terms and conditions hereunder.
3. This Debenture is unsecured and does not confer any security over the Foundation’s property, assets or undertakings in favour of the Registered Holder.
4. This Debenture is non-interest bearing and non-transferrable.
5. This Debenture does not confer any rights of membership in the Foundation.
6. Save in the circumstances specified in Clause 13, this Debenture is non-refundable.
7. All Individual Debentures for the time being issued by the Foundation shall rank *pari passu* among themselves. The Foundation may in its sole and absolute discretion at any time and from time to time make and issue further debenture or notes or other instruments upon such terms and subject to such conditions as it shall think fit, ranking *pari passu* with or in priority to this Debenture, with the same or different degrees of priority and with or without guaranteed admission, or create or impose any lien, pledge, mortgage, charge, encumbrance or other security interest on or in the undertaking, property or assets of the Foundation generally, or any specific undertaking, property or assets of the Foundation.
8. The Foundation shall recognise and treat the Registered Holder as the sole absolute owner thereof. The Foundation shall not be affected by notice of any right, title or claim of any person to this Debenture other than the Registered Holder.

### NOMINATION RIGHTS

9. This Debenture provides to the nominated child hereunder priority in such degree as may be determined by the Foundation from time to time in its sole and absolute discretion on the waiting list for admission into Nord Anglia International School, Hong Kong of which the Foundation is the sponsoring body (the “School” as managed by its management committee). This Debenture does not provide any guarantee to the Registered Holder with respect to the admission or retention of any nominated child.
10. The Registered Holder shall have the right to nominate one child who is a son, daughter, adopted son or daughter of the Registered Holder to attend the School during the term of this Debenture, subject to the availability of the School and a place in the class into which admission is sought and his/her satisfaction of the admission and other criteria as determined by the Foundation from time to time (whose determination shall be final and binding). For the avoidance of doubt, this Debenture does not entitle the Registered Holder to switch his nomination from one child to another. The Foundation may, in its absolute discretion, determine that the right of nomination is not exercisable if: (a) the School’s tuition fees and/or levies remain unpaid for three (3) months after they are due for payment; or (b) there is any breach or non-observance of the terms and conditions hereof by the Registered Holder.
11. The Registered Holder must provide a copy of the birth certificate or other official birth and/or adoption record of the nominated child to the Foundation and the original of which must be shown to the Foundation on demand.



## REFUND, REDEMPTION AND CANCELLATION

12. Without prejudice to Clause 10, if the School's tuition fees and/or levies remain unpaid after they are due for payment, the Foundation (as trustee for the School) will have a first and paramount lien over the monies paid in respect of this Debenture to secure any monies so owed (including, without limiting the generality of the foregoing, any interest thereon). The Foundation is authorized to pay over to the School all or a portion of such monies on behalf of the Registered Holder to discharge the sum owed to the School.

13. Subject to Clause 12, this Debenture is refundable at the Principal Amount of this Debenture after deduction of administrative costs in the event that the child nominated by the Registered Holder has applied for admission to the School but has not been offered a place to attend the School for any reason whatsoever, by the Registered Holder giving the Foundation at least three (3) months' written notification of withdrawal of the nomination and request for refund. All requests for refund must be accompanied by this Debenture. Upon the refund by the Foundation, this Debenture shall be cancelled.

14. Subject to Clause 12, if the nominated child attends the School and later leaves the School, this Debenture shall be redeemed by the Foundation at an amount equal to:

<b>The date when the child leaves the School (both dates inclusive):</b>	<b>Amount (HK\$)</b>
Between 1 September 2016 and 31 August 2017	350,000
Between 1 September 2017 and 31 August 2018	300,000
Between 1 September 2018 and 31 August 2019	250,000
Between 1 September 2019 and 31 August 2020	200,000
Between 1 September 2020 and 31 August 2021	150,000
Between 1 September 2021 and 31 August 2022	100,000
Between 1 September 2022 and 31 August 2023	50,000
On or after 1 September 2023	0

Less (1) all sums owing to the Foundation and/or the School, and (2) an administration fee as determined by the Foundation from time to time (which is HK\$1,500 during the 2016/2017 school year).

(such amount referred to as the "Pro Rata Amount"). The Pro Rata Amount may be paid in a lump sum or by installments at such time and in such manner as the Foundation may determine at its absolute discretion. The Registered Holder shall, upon receipt of payment in full, return this Debenture to the Foundation. If the Pro Rata Amount is zero or a negative number, this Debenture is deemed to be cancelled and no amount shall be due or payable to the Registered Holder, in which case the Registered Holder shall return this Debenture to the Foundation immediately.

15. The Foundation may at any time (but, except where Clause 14 applies, shall not be obliged to) redeem this Debenture on such terms and conditions as may be determined by the Foundation in its sole and absolute discretion, but without prejudice to any accrued rights of the Registered Holder. The proposed redemption by the Foundation of this Debenture shall be compulsory on the Registered Holder. On redemption of this Debenture, subject to Clause 12, the Foundation shall pay to the Registered Holder the Pro Rata Amount. The Pro Rata Amount may be paid in a lump sum or by installments at such time and in such manner as the



Foundation may determine at its absolute discretion. The Registered Holder shall, upon receipt of payment in full, return this Debenture to the Foundation. If the Pro Rata Amount is zero or a negative number, this Debenture is deemed to be cancelled and no amount shall be due or payable to the Registered Holder, in which case the Registered Holder shall return this Debenture to the Foundation immediately.

16. This Debenture shall be subject to cancellation by the Foundation by reason of any breach or non observance by the Registered Holder of any of the terms or conditions subject to which the same is issued or if the Foundation determines that the right of nomination set out in Clause 10 hereof is no longer exercisable in accordance therewith. In the event that this Debenture is so cancelled, subject to Clause 12, the Foundation shall pay to the Registered Holder the Pro Rata Amount. The Pro Rata Amount may be paid in a lump sum or by installments at such time and in such manner as the Foundation may determine at its absolute discretion. The Registered Holder shall, upon receipt of payment in full, return this Debenture to the Foundation. If the Pro Rata Amount is zero or a negative number, this Debenture is deemed to be cancelled and no amount shall be due or payable to the Registered Holder, in which case the Registered Holder shall return this Debenture to the Foundation immediately.

17. In the event of a redemption or cancellation (as the case may be) by the Foundation of this Debenture pursuant to the terms and conditions hereof, the return and/or surrender to the Foundation of this Debenture shall constitute a good and sufficient discharge to the Foundation for any and all sums payable by the Foundation to the Registered Holder pursuant to such redemption or cancellation (as the case may be).

18. The Registered Holder shall not be entitled to demand or otherwise call in or seek payment of this Debenture except as permitted in this Debenture or upon the winding up, liquidation or dissolution of the Foundation. The Registered Holder shall not be entitled to receive more than the Pro Rata Amount in the case of the winding up, liquidation or dis solution of the Foundation.

19. Upon redemption or cancellation (as the case may be) of this Debenture, the rights of the Registered Holder and all obligations of the Foundation under this Debenture shall cease and the child nominated under this Debenture shall cease to have the right to attend the School.

#### **MISCELLANEOUS**

20. The Foundation will not charge the Registered Holder or parents of the nominated child a capital enrolment fee.

21. The Foundation shall have the right at any time to amend the rules or conditions applicable to the issuance of Debentures, the terms and conditions of this Debenture and the amount payable therefor, provided that such amendments will not affect any rights or liabilities of the Registered Holder existing or incurred prior to such amendment becoming effective.

22. This Debenture shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

**Given under the Common Seal of NORD ANGLIA SCHOOL (HONG KONG) LIMITED**

**this      day      of 20      in the presence of**

**Director:**

**Director:**



## PERSONAL INFORMATION COLLECTION STATEMENT

1. The personal data collected from applicants and/or their parents/guardians pursuant to this application form will be handled by our staff, kept confidential and used by Nord Anglia International School, Hong Kong Limited (“we” or “us”) for lawful and relevant purposes including but not limited to:
  - (a) assessing the suitability of applicants’ admission to Nord Anglia International School Hong Kong (the “School”);
  - (b) processing applications for admission;
  - (c) verification of the applicant’s examination results, academic records and other information;
  - (d) school administration and operation after admission;
  - (e) sending communications to parents and students including but not limited to newsletters and information about events and extra-curricular activities provided by the School or third party providers;
  - (f) statistical and research purposes;
  - (g) other school related purposes; and
  - (h) alumni activities.
2. If any of our communications constitute direct marketing we will separately seek your consent where required by law.
3. We may disclose some of the data to third parties such as agencies (including the Hong Kong government), service providers and contractors (whether within or outside the jurisdiction in which the School is located) appointed by us to undertake some of our academic, pastoral and administrative functions. This includes transferring data between affiliates. We will not disclose any personal data to any external bodies or organisations unless:
  - (a) Such disclosure is expressly provided for under this Statement;
  - (b) Permitted to do so by the applicant or his/her parent/guardian; and/or
  - (c) Permitted or required by law.
4. Personal data may be stored in our or our affiliates’ database systems (which may be located within or outside the jurisdiction in which the School is located) and online portals and where application is successful, such personal data will form part of the applicant’s official student records. It may also be stored in online student resources such as the global classroom.
5. Where such personal data is not required to be retained by law, such personal data may be destroyed within 24 months following rejection of the application or otherwise as required or permitted by law.
6. If a Parent Teacher Associations (PTA) is established, we may provide such personal data to the relevant PTA for inclusion in the PTA directory and other PTA activities. If an applicant or his/her parents/guardians do not wish for such data to be included in the PTA directory, please inform us.
7. We may place a student’s photo, video footage, name or school work in our or our affiliates’ website, social media, marketing materials, corporate communications (including annual reports) or publications.
8. In the event that a student already has a sibling at the School, the records of such sibling will be updated according to the data provided on the new student’s enrolment form where relevant.
9. Failure to provide the requested data may result in us being unable to process the application and may influence the outcome of the application.
10. All practicable and reasonable steps will be taken to ensure that personal data held by us is accurate. We will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal, erasure or other use.
11. Applicants or their parents/guardians have the right to access or correct personal data held by the School. Requests for access and correction should be addressed in writing to the Principal (addressed to the School). We may levy a charge for accessing the information.
12. The terms of the School’s privacy policy can be found at [www.nordangliaeducation.com](http://www.nordangliaeducation.com)

### Acknowledgment

I have read and fully understand the above contents and acknowledge that I accept these terms voluntarily and freely. I, the undersigned, have read, understand and consent to the provisions contained within this personal information collection statement.

\_\_\_\_\_  
Name of Applicant (in block capitals)

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date