

UWCSEA Nominee Programme Terms and Conditions for academic year 2019/2020

1. UWCSEA Nominee Programme (UNP)

Means a programme whereby a Corporation subscribes for one or more UNP Places at UWCSEA 'the College' for a period of up to 12 academic years, from the date of subscription, for a fixed number of Qualified Children (defined in Paragraph 4 below) of the employee of the Corporate Subscriber (defined in Paragraph 3 below).

2. A Corporation

Means a company registered pursuant to the Companies Act of Singapore.

3. Corporate Subscriber

Means a company which has been accepted by UWCSEA as a UNP Subscriber and that has paid the prescribed subscription fee in full.

4. Qualified Children

Means the children of an employee of the Corporate Subscriber who have met the College's entrance criteria as set out in Paragraph 7 below.

5. Nominees

Means the Qualified Children of the employees of the Corporate Subscriber.

6. UNP Subscription deposit

Prospective Corporate Subscribers ('the Prospective Subscriber') are required to pay a UNP subscription deposit of SGD\$10,000 (plus GST) ('the Deposit') per UNP Place, which will be deducted from the final invoice if the subscription goes ahead.

If the Prospective Subscriber withdraws the subscription, the Deposit will be forfeited to the College unless the withdrawal was due to the potential Nominee not meeting the entrance criteria in which case the Deposit will be refunded in full to the Prospective Subscriber.

Where the Prospective Subscriber resubmits a request within two years of the date of forfeiture, the requirement to pay the Deposit for the subsequent subscription request will be waived.

7. Admissions pre-screening

The Admissions Department will review the potential Nominee's application to ensure the Nominee meets the College's Admissions Policy, including but not limited to entrance criteria applicable at the time of nominating, following payment of the Deposit, the non-refundable Admissions Application fee by the Prospective Subscriber and the submission of a completed Application for the potential Nominee. The application, in this respect, is subject to the same admissions policies and practices as all other applicants to the College and the Nominee may be required to come to the College for assessment. As with all other applications, the decision of the Director of Admissions as to eligibility is final.

If the potential Nominee does not meet the entry criteria of the College, the Prospective Subscriber:

- is not obligated to take up the subscription and may request refund of the Subscription Deposit; or
- may put forward another Nominee for pre-screening by the UNP deadline for admission in August 2019.

8. UNP Place

A UNP Place is a place made available to a Corporate Subscriber to enable it to put forward a potential Nominee for pre-screening.

9. Children of an employee

All students admitted under the UNP must be the children of an employee who is contractually employed by the Corporate subscriber or one of its wholly owned subsidiaries.

10. Eligibility for nomination

Applications can be made to the College, through the UNP or the normal admissions process for a given academic year, but not both. If an application is made via the UNP to one campus, then the student is precluded from applying via normal admission at the other campus. Boarders are not eligible for nomination through the UNP programme, as the employees of the Corporate Subscriber must reside in Singapore.

11. Single campus nominations

Each Corporate Subscriber may nominate one Qualified Child for a single campus only.

12. UNP subscriptions are non-transferable between campuses

UNP places are campus specific and are not transferable between campuses.

13. Academic year

The UWCSEA academic year shall commence each year as per the dates set out in the College calendar under each campus' term dates on the College website.

14. UNP places available from August 2019

A UNP place for the academic year 2019/2020 is valid for eight (8) academic years of continuous use. However, if the subscriber is unable to refill a vacated place immediately, breaks in use will not be counted. In this instance, the place will expire after twelve (12) academic years. Part year attendance will be considered as a full academic year.

15. Application date

The subscriber must apply to nominate a student for K1 to Grade 8 pre-screening by 8 April 2019 for admission in August 2019. If application is made after 8 April 2019, the qualified child/ren may be placed at the top of the application roll for their relevant grade and may be offered a place as and when a leaver place becomes available. For students applying for Grade 9, Grade 10 FIB or Grade 11 entry, nominations must be in by 31 January 2019 to allow for on-campus testing and interview.

The UNP subscription must be paid in full, before a Nominee is placed on the application roll. The position on the application roll will be determined by the date the Nominee's complete application is received, duly signed, and the UNP subscription has been fully paid. The College can place Nominees, up to and including the start of Term 2 (January entry), for Grade 8 and below, as and when late leaver places become available. However, new Nominees for Grades 9 and above will only be accepted for the August intake, to start at the beginning of each academic year.

16. Grade restrictions

UNP places are not available in K2 at Dover Campus in 2019/2020. There may be other grades for which, irrespective of the date of application, places may not be available. Children that meet the entry criteria that have applied for these grades by the UNP deadline will be placed together with other Nominees at the top of the respective application roll, for the relevant grade. The position on the application roll will be determined by the date the Nominee's complete application is received, duly signed, and the UNP subscription has been fully paid.

17. Withdrawal after nomination

If a Corporate Subscriber wishes to withdraw a Nominee, the Corporate Subscriber must notify the College in writing. The Corporate Subscriber will procure that the withdrawal form be signed by the parent of the Nominee. No refund of the UNP subscription will be given on withdrawal. A Corporate Subscriber can re-instate the nomination, for the same Nominee or for a new Nominee, before the UNP deadline. If however, the request to re-instate the nomination, for either the same Nominee or for a new Nominee, is after the UNP deadline, the Nominee will be placed at the top of the application roll, as outlined in Paragraph 15.

18. Application roll priority for siblings

Siblings of Qualified Children shall not have priority in admission.

19. Non refundable, transferable or tradeable

The UNP subscription is not refundable. If a Corporate Subscriber wishes to transfer the subscription to a wholly owned subsidiary, they must seek the consent of the College and provide documents to the satisfaction of the College to proof ownership of the subsidiary. In cases where the parent of the Nominee(s) is transferred between legal entities that are controlled by the same corporation, or where an employee is re-employed by the company after leaving, the UNP Place will not be considered vacant and will not revert back to the Corporate Subscriber.

20. UNP Places are not tradeable

In the circumstances of a merger or acquisition of the Corporation holding the UNP Places, the remaining period of validity of the UNP Place may be transferred to other Qualified Children that are nominated and sponsored by the same Corporate Subscriber, provided that the previously enrolled student is no longer attending the College or if the parent of the enrolled student no longer works for the same legal entity.

21. Employee who leaves the Corporation

22.1. If the employee ceases employment with the Corporate Subscriber at any time after the Nominee's place has been accepted and before the completion of the first academic year then the following will apply:

- a) if the Nominee has yet to start at the College, the offer will be withdrawn or the acceptance cancelled, whichever is appropriate or;
- b) if the Nominee has commenced at the College, the Nominee will be withdrawn at the end of the current term.

22.2. If the employee whose children were admitted under the programme leaves the Corporation (or its subsidiaries) after the children have already attended school for the whole academic year then the Corporate Subscriber may put forward another potential Nominee for pre-screening by the Admissions Department, for the following academic year.

22. Nominee who is asked to leave the College

Should a Nominee of the Corporate Subscriber be asked to leave the College for whatever reason, the UNP Place may be assigned to the Qualified Child of another employee of the Corporate Subscriber for the remaining period of that UNP's validity. The name of the substituted Nominee may be placed at the top of the application roll, for their relevant grade and allocated a place should one become available.

23. Application and enrolment fees, first term's in advance fees, tuition fees and development levy

Approved Nominees will be subject to all fees and expenses of the College as set out in the College's Standard Terms and Conditions. Application and enrolment fees, first term's in advance fees (tuition fees and development levy) will be in addition to the subscription fee to join the UNP. In the event where the first term's in advance fees remains unpaid for two weeks from the date of the letter of offer, the UNP Place will be withdrawn and offered to another Qualified Child on the application list, irrespective of the UNP Place reserved by the Corporate Subscriber.

24. Payment of first term's fees in advance by Corporations

On acceptance of a place, the parents of the new Nominee or the sponsoring Corporation will pay the first term's fees in advance to the College.

Nominees whose applications are withdrawn or deferred, prior to arrival and after the first term's fees have been paid, will forfeit these fees. The following term's fees will be paid before the commencement of the term and such fees are not refundable in whole or in part unless notice has been given to the College before the removal of the Nominee as per the College's Standard Terms and Conditions. If payment of the following term's fees has not been received four weeks after the commencement of a term, the College will take this as a notification of withdrawal at the end of the term and the place will be offered to another student. Notice in writing no later than the published deadline for withdrawal, must be given to the College before removal of the child for the following term, and if such notice is not given, all fees paid to date will be retained by the College.

25. Amendments

The College reserves the right to make any changes to these Terms and Conditions during the course of each academic year without prior notice.

26. UWCSEA's right to assess UNP applications and exercise discretion

The College reserves the right to assess all UNP applications received from Corporations and exercise its discretion when allocating UNP Places. The College is under no obligation to provide reasons to Corporations in cases where applications are not successful and shall not be held liable legally or otherwise, whatsoever and howsoever arising for any such decisions.

27. Jurisdiction in accordance with the laws of Singapore

The UWCSEA Nominee Programme will be governed by and construed in accordance with the laws of Singapore.

28. Resolution of disputes

In cases where a dispute arises in connection with the UNP Places or otherwise, the matter will be referred to the UWCSEA Board of Governors for resolution. If not satisfactorily resolved within three months, the parties agree to submit to the non-exclusive jurisdiction of the Singapore Courts.

29. Exclusion of liability

No liability whatsoever howsoever arising shall be incurred by the College to the Corporate Subscriber or its employees or the Nominees for anything done, declined or omitted to be done by the College hereunder.

30. Invalid provisions

Notwithstanding that any provision of these Terms and Conditions may prove to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

31. Force Majeure

If the College is by reason of Force Majeure (hereafter defined) rendered unable wholly or in part to perform its obligations under this Agreement, then upon notice in writing of such Force Majeure from the College to the Corporate Subscriber 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. "Force Majeure" herein means any of the following events:

- a. war, invasion, rebellion, revolution, insurrection or civil war;
- b. act of government in its sovereign capacity;
- c. 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, epidemic, or
- f. any other event similar to any of the foregoing or any other event beyond the reasonable control of the College.

Please complete the UNP Agreement form and return to:

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