



ENGLISH SCHOOLS
FOUNDATION
英基學校協會

Kindergarten

Class A

Debenture

ESF KINDERGARTEN CLASS A DEBENTURE

APPLICATION PROCEDURES

All Kindergarten Class A Debenture applications (DBA) submitted on the same day will be processed in a random order (NOT on a first come first served basis). Applications submitted on an earlier day will be processed before applications submitted on a later day.

Step 1: Complete and submit a K1 online application form.

Step 2: The scheme opens for application from 2 September. The form is available after you submit your child's K1 application. It may be accessed by logging into your child's application. A one-time password will be generated to access the form.

Step 3: Choose the form under 'Applying'. Press 'VIEW' and click on the tab for Class A Debenture. Complete, print and sign the date-stamped Class A Debenture application form. Attach a deposit cheque of HK\$50,000.

Step 4: Send the application form, together with the cheque, to the ESF Centre by hand or by post. Address: **ESF Centre, Admissions Office, 12/F, Island Place Tower, 510 King's Road, North Point within seven days** from your online registration.

The availability of a debenture will be dependent on the quota availability for each kindergarten.

Debenture applicants will be contacted by mid-October to inform them whether they are successful in obtaining the priority for a Play Visit. Incomplete applications will NOT be processed.

If the debenture applicant is successful at the K1 Play Visit, the balance of the debenture (HK\$450,000) must be paid in full.

PAYMENT OF THE DEBENTURE

- A Debenture deposit of **HK\$50,000** will be required, which is refundable if a child is unsuccessful at the "play visit", or an offered kindergarten place is not accepted. Confirmation of Debenture priority is dependent on the clearance of the deposit cheque.
- The remaining balance of **HK\$450,000** is payable immediately when a K1 place is accepted.
- The Debenture is not set against school tuition.

OVERSEAS APPLICANTS

- The final offer of a place will be conditional upon the relevant visa proof being provided.

OTHER REMARKS

- The ESF Kindergarten Class A Debenture holder may indicate up to **four kindergartens** in order of preference at which the nominee can be considered. Waitlist placement will be considered for each kindergarten listed in turn. The kindergartens identified in respect of any applicant can only be changed with the consent of ESF.
- Parents must undertake to make their own travel arrangements for their child if living outside the area covered by the school bus service.
- If all available debentures for selected kindergarten(s) are taken, the application and deposit cheque will be returned.
- The debenture supports a kindergarten student continuing their education at the associated ESF primary school, ESF Discovery College (DC), ESF Renaissance College (RCHK) or Jockey Club Sarah Roe School (JCSRS).
- Once the student completes K2 at an ESF Kindergarten, they will be offered a place at the associated ESF primary school, DC or RCHK if they can access mainstream education.
- Where there is more than one primary school associated with a kindergarten, parents can indicate their preference among associated schools – and the student will have priority for that choice, subject to ESF policies from time to time.
- If the student is suggested for placement at Jockey Club Sarah Roe School (JCSRS) and is processed through the Admissions and Review Process (ARP) for placement, the child is offered a place at JCSRS unless there is no available Year 1 place.
- If the debenture holder accepts a place at DC or RCHK, the Debenture holder will receive a HK\$100,000 refund. If the debenture holder accepts a place at any other ESF school (including JCSRS), no refund will be provided.
- Students admitted to an ESF primary school (including JCSRS), DC or RCHK can complete their time with us with a guaranteed place through to completion of secondary school.
- If the Debenture holder does not accept a place at the associated ESF primary school, DC, RCHK or JCSRS, the debenture will be refunded in full and expires when the student withdraws from the ESF kindergarten.
- Once a primary place is accepted at an ESF school (including JCSRS), DC or RCHK, the debenture expires and all rights attaching to it terminate.
- Sibling rights apply once the first child is enrolled at an ESF Kindergarten.
- The information contained in this brochure or any website or other promotional material relating to the Kindergarten Class A Debenture is provided for general information purposes only. The attached Terms

& Conditions set out the entire agreement relating to the Kindergarten Class A Debenture and prevail to the extent of any inconsistency.

ENQUIRIES

For enquiries, please contact the ESF Admissions Office – Kindergarten Section.

Admissions Hotline: +852 3762 2411

Email: kindergarten.admissions@esfcentre.edu.hk

WARNING

The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

**THE ENGLISH SCHOOLS FOUNDATION****APPLICATION FOR KINDERGARTEN CLASS A DEBENTURE****Application process:**

- complete the On-line application form (available at the ESF websites);
- complete and sign this application form;
- attach cheque for \$50,000 payable to "ESF Educational Services Limited" (the "Deposit");
- hand or courier deliver this application form (8 pages, including the terms & conditions) and the cheque to **The English Schools Foundation, Admissions Office, 12/F, Island Place Tower, 510 King's Road, North Point, Hong Kong**, marked for the attention of the Head of Admissions; and
- waitlist placement will be considered for each school listed below in turn.

Online Registered Date: _____**Applicant Name:** _____**Nominee's Name:** _____**Correspondence Address:** _____**On-line Application Form Reference No.:** _____

Please indicate the preference of ESF Kindergartens (from the list in Appendix 1 to this application form):

(1) _____

(2) _____

(3) _____

(4) _____

(if 1st preference is not available you will be considered for 2nd, 3rd or 4th preference)

I, the Applicant named above, wish to apply for the grant of a Kindergarten Class A Debenture ("**DBA**") with a purchase price of HK\$ 500,000.

I acknowledge and accept that:

- (a) the Deposit will be refunded to the Applicant only if no DBA is available, the Nominee listed above is unsuccessful at the relevant Play Visit or the Applicant does not accept an offered Kindergarten place; and
- (b) payment of the outstanding balance of HK\$450,000 to ESF Educational Services Limited is required immediately after the offer of a place being made for any Kindergarten.

I further acknowledge and accept that the grant of a DBA, and the DBA, are subject to the applicable Terms & Conditions.

I acknowledge and accept that new students entering a Kindergarten under a DBA are required to pay all charges associated with the Kindergarten.

By signing this application form, I declare that the information provided for the above-named nominee is true.

Signature of Applicant

Date

Applicant's Name

Relationship to Nominee

Telephone No.

Email

Deposit Cheque No.

Bank

SAMPLE ONLY - ALL APPLICATIONS MUST BE MADE ONLINE

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KINDERGARTEN CLASS A DEBENTURE

TERMS & CONDITIONS

Introduction

1. This Kindergarten Class A Debenture ("**DBA**") is granted by ESF Educational Services Limited ("**ESL**"), a charitable institution mentioned in section 88 of the Inland Revenue Ordinance (Cap.112)).
2. A grant of a DBA, and the DBA, are subject to:
 - (a) these terms and conditions (including Appendix 1); and
 - (b) the terms and conditions in the Application Form attached to these terms and conditions,as each may be amended or revised by ESL from time to time ("**Terms & Conditions**").
3. The rights conveyed to a DBA Beneficiary (as defined below) by this DBA are set out in clauses 10, 11, 14, 15, 17, 18, 19, 20, 22, 23 and 30 of these Terms & Conditions.
4. In these Terms and Conditions:
 - a. "**Associated School**" means the ESF School or PI School associated with a Kindergarten as determined by ESL from time to time;
 - b. "**ESF**" means The English Schools Foundation;
 - c. "**ESF School**" means a school described as such in Appendix 1 to these Terms & Conditions; and
 - d. "**PI School**" means a school described as such in Appendix 1 to these Terms & Conditions.
5. Each DBA is non-negotiable, non-redeemable, non-transferable and (other than as expressly provided in these Terms & Conditions) non-refundable. A DBA does not represent any debt owing from any person to any other person.

DBA Beneficiary

6. A person who is recognised by ESL as being entitled to the rights conveyed by a DBA is a "**DBA Beneficiary**".

Register

7. ESL will maintain a register recording each DBA granted by ESL (the "**Register**"). ESL shall ensure that the Register shall record the DBA Beneficiary, the date on which such DBA was granted and the date on which the Nominee was notified to ESL under this DBA.
8. The DBA Beneficiary shall be a natural person.

9. ESL shall recognise and treat the person in whose name any DBA is registered in the Register as the sole and absolute DBA Beneficiary of such DBA. ESL shall not be affected by notice of any right, title or claim of any company or person to any DBA other than the DBA Beneficiary in whose name the DBA is so registered in the Register.
10. ESL will confirm in writing the grant of a DBA to a DBA Beneficiary in whose name the DBA is registered.

Nomination Rights under a DBA

Nomination

11. The DBA Beneficiary may nominate one Nominee only with respect to a DBA for a place at up to four Kindergartens (as defined below).
12. The DBA Beneficiary must provide such documents and evidence as ESL may reasonably require in order for ESL to be satisfied that an individual fulfils the conditions to be a Nominee together with such other documents (including the acknowledgement from the parents of a Nominee) as ESL may reasonably require.

Nominees

13. For the purpose of this Terms & Conditions, "Nominee" shall mean a son or daughter (including an adopted son or daughter) of the DBA Beneficiary, who is deemed by the Principal of the Kindergarten to be suitable, and who otherwise satisfies the admissions criteria as set out by ESL from time to time.

Nominated Kindergartens

14. The DBA Beneficiary shall specify up to 4 of the kindergartens listed in Appendix 1 to these Terms & Conditions in respect of a Nominee (each a "**Kindergarten**" for the purposes of that Nominee). The Kindergartens identified in respect of any Nominee can only be changed with the consent of ESL.

Priority for Nominees

15. A Nominee under a DBA will receive priority on the waiting list for the relevant Kindergartens and a place subject to success at a play visit, in accordance with the Admissions Policy of ESL from time to time. The DBA Beneficiary's order of priority for an admissions interview with respect to the Nominee as between other DBA Beneficiaries is determined by the date of receipt of application for the DBA. No Nominee under any DBA is assured of a place at any Kindergarten. A DBA merely gives the DBA Beneficiary the right for its Nominees to be considered for a place. Should the Nominee be accepted by a Kindergarten then the normal fees and levies applicable to all students at that Kindergarten will be payable in the normal manner. A DBA does not provide any preferential treatment for any fees, charges or levies.
16. It is a condition of entry to any Kindergarten that:
 - (a) a Nominee satisfies the entry requirements at any interview or assessment of that Kindergarten,
 - (b) the DBA Beneficiary pays the outstanding balance of the DBA (\$450,000) to ESL immediately after the offer of a place being made for any Kindergarten; and
 - (c) a Nominee complies with such other terms and conditions as apply to any other student entering the ESF kindergarten system.
17. If the Nominee is removed from a Kindergarten for any reason, ESL will refund the purchase price of this DBA (HK\$ 500,000) and no further nomination may be made by the DBA Beneficiary.

18. If a Nominee fails to satisfy the entry requirements at any Kindergarten then ESL will refund the deposit for this DBA (HK\$ 50,000) and that Nominee must wait for a period of at least three months from the date of the relevant play visit before reapplying.

Transition to primary and secondary school

19. Upon a Nominee successfully completing Kindergarten 2 under this DBA, ESL shall procure that the DBA Beneficiary is offered a Year 1 place for the Nominee at the Associated School for that Kindergarten. Where a Kindergarten has more than one Associated School, the DBA Beneficiary may has priority for their preference of Associated School, subject to the policies of ESF and ESL from time to time.
20. If ESF takes the view a place at Jockey Club Sarah Roe School ("JCSRS"), is required for the Nominee, then ESF will procure that the DBA Beneficiary is offered a Year 1 place for the Nominee at JCSRS, subject to availability of that support or place.
21. Students at ESF Primary Schools who successfully complete Year 6 will have a guarantee of a Year 7 place at the associated ESF Secondary School as determined by ESF from time to time.

Refunds of the DBA

22. If the DBA Beneficiary, in accordance with clause 19 or 20:
 - (a) accepts a Year 1 place at an ESF School or JCSRS in accordance with all applicable ESL or ESF policies from time to time, no refund of any amount is payable to the DBA Beneficiary;
 - (b) accepts a Year 1 place at a PI School in accordance with all applicable ESL or ESF policies from time to time, ESL will refund HK\$ 100,000 to the DBA Beneficiary in accordance with clause 23; and
 - (c) fails to accept a Year 1 place, or no place is offered pursuant to clause 20, ESL will refund the purchase price of this DBA (HK\$ 500,000) to the DBA Beneficiary in accordance with clause 23.
23. Any refund payable under clause 17, 18, 22(b) or 22(c) will be paid within 90 days after the entitlement to the refund arises less any outstanding charges payable by the DBA Beneficiary to ESF or ESL.

Expiry of the DBA

24. Upon acceptance of a Year 1 place under clause 22(a) or payment of a refund under clause 17, 18, 22(b) or 22(c) (as applicable) the DBA expires immediately and automatically, and all rights of the DBA Beneficiary thereunder lapse, without further refund or payment of any other amount by any person to the DBA Beneficiary.

Non-transferable

25. If the DBA Beneficiary changes their legal name, then ESL may (on submission of such evidence as it may reasonably request concerning the nature of the change, and subject also to such additional conditions as ESL may determine from time to time at its sole discretion, including the imposition of an administrative fee) amend the Register to reflect the change in the DBA Beneficiary's name.
26. Any attempt to transfer a DBA may result in the cancellation of the DBA in its entirety without refund of any amount, at the sole discretion of ESL.

Other Conditions

27. The final offer of a place at a Kindergarten to a Nominee is conditional upon the relevant visa proof being provided as required by the EDB.
28. Nominees must undertake to make their own travel arrangements if living outside the area covered by the bus service for the relevant Kindergarten.
29. Nominees and DBA Beneficiaries must follow other terms and conditions generally applicable to students admitted to any Kindergarten. Further details are available on ESF website / enrolment form.

General

30. Notices under the DBA may be served:
 - (a) by ESL by posting the same in a prepaid letter addressed to the DBA Beneficiary at its address as shown in the Register, and
 - (b) by the DBA Beneficiary by posting the same in a prepaid letter addressed to The English Schools Foundation, Admissions Office, 12/F, Island Place Tower, 510 King's Road, North Point, Hong Kong or at its registered office from time to time.

Any such notice shall be deemed to have been received 48 hours after the time of posting in the case of notices sent to an address in Hong Kong, and 5 days after the time of posting in the case of notices sent to an address outside Hong Kong.

31. ESL may at any time resolve to issue further DBAs on such terms as it may consider appropriate in its absolute discretion.
32. The DBA and the conditions shall be governed by and construed in accordance with the laws of Hong Kong.

APPENDIX 1

ESF KINDERGARTENS

Abacus International Kindergarten
Hillside International Kindergarten
Quarry Bay School Kindergarten
Renaissance College Kindergarten
Tsing Yi International Kindergarten
West Kowloon Kindergarten
Wu Kai Sha International Kindergarten

ENGLISH SCHOOLS FOUNDATION SCHOOLS (“ESF SCHOOLS”)

ESF Primary Schools

Beacon Hill School
Bradbury School
Clearwater Bay School
Glenealy School
Kennedy School
Kowloon Junior School
Peak School
Quarry Bay School
Sha Tin Junior School

ESF Secondary Schools

Island School
King George V School
Sha Tin College
South Island School
West Island School

PRIVATE INDEPENDENT SCHOOLS (“PI SCHOOLS”)

Discovery College
Renaissance College