



### KINDERGARTEN CLASS A DEBENTURE APPLICATION FORM

The Kindergarten Class A Debenture (the “**Debenture**”) is a means for parents to gain a “fast track” entry to one of the **ESF Kindergartens**. It is a **\$500,000 Debenture** which guarantees priority ‘play visit’ for Kindergarten and a through-train education subject to success through the admissions process to access a mainstream English education. There are *limited K1 places* available.

**Application process:**

- Complete the On-line Application Form (available at the ESF website) if not already done so
- Complete and sign this Form. The terms & conditions located on the ESF website on the Debenture applies.
- Attach cheque for \$50,000 being the deposit of the Debenture payable to ‘**ESF Educational Services Ltd**’
- Hand or courier deliver the Debenture Form & cheque to the **English Schools Foundation, Kindergarten Class A Debenture, 25<sup>th</sup>/F, 1063 King’s Road, Quarry Bay, Hong Kong**, marked for the attention of the ESF Admissions Manager. **Application submission starts from 16 September 2019.**

**Applicant Details**

Debenture Holder’s Name (issued in this name): \_\_\_\_\_

Nominee’s Name (eligible child): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Correspondence address: \_\_\_\_\_

On-line Application Form Reference No.: \_\_\_\_\_

(Provided at the point the student’s application form is submitted through the website online application system at [www.esf.edu.hk](http://www.esf.edu.hk).)

Please indicate the preference of Kindergarten: (1) \_\_\_\_\_  
 (if 1<sup>st</sup> preference is not available you will be considered for 2<sup>nd</sup> or 3<sup>rd</sup>) (2) \_\_\_\_\_  
 (3) \_\_\_\_\_

On completion of K2, which ESF School or College is preferred (*for indication only*): \_\_\_\_\_

**I agree to the terms and conditions of application for the Class A Debenture and declare the information provided for the above named Nominee is true if the application is allocated with the Debenture priority for admissions to one ESF Kindergarten. I also understand that new students entering the Kindergarten under the Class A Debenture Scheme are still required to submit the kindergarten fees and deposit to start school.**

Signature of Debenture Holder: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Nominee: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**ESF/School USE:**

Date of receipt: \_\_\_\_\_ Time of receipt: \_\_\_\_\_ Date acknowledged: \_\_\_\_\_

Deposit fee: \_\_\_\_\_ Cheque no: \_\_\_\_\_ Issued by: \_\_\_\_\_

INR no: \_\_\_\_\_ Year group: \_\_\_\_\_ ESF School placed: \_\_\_\_\_ Date place offered: \_\_\_\_\_

Final amount: \_\_\_\_\_ Cheque number: \_\_\_\_\_ Issued by: \_\_\_\_\_ Date received: \_\_\_\_\_



## Kindergarten Class A Debenture Terms & Conditions

### *Debentures*

1. The Board of Directors of ESF Educational Services Limited ("**ESL**") (the "**Board**") may at any time resolve to issue Kindergarten Class A Debentures (the "**Debenture**") on such terms as it may consider appropriate in its absolute discretion.
2. This Debenture is one of a series of 150 issued for admissions into K1, 2020-2021 academic year.
3. A Debenture is non-interest bearing, non-depreciating, non-transferable (save as set out in these Terms and Conditions) and unsecured on any property, assets or undertakings of ESL.

### *Register*

4. A Debenture Holder must be a natural person. ESL shall maintain a register of each holder of a Debenture ("**Debenture Holder**") as the sole absolute owner of such Debenture and as alone entitled to receive and give effectual discharge for the monies secured. ESL shall not be affected by notice of any right, title or claim of any person to the Debenture other than the person in whose name the Debenture is so registered.

### *Nomination*

5. A Debenture Holder shall be entitled to nominate one Nominee (as defined in paragraph 7 below) for one place at any kindergarten operated by ESL (the "**Kindergarten**").
6. For this purpose the term "Nominee" shall mean:
  - a. a son or daughter or adopted son or daughter of the Debenture Holder;
  - b. who is deemed by the Principal of the Kindergarten to be suitable; and
  - c. who otherwise satisfies the admissions criteria as set out by the Board from time to time.
7. A Nominee nominated under a Debenture will receive priority for a kindergarten admissions interview in accordance with the Admission Policy from time to time.
8. A Debenture Holder's order of priority for an admissions interview for the relevant Nominee as between Nominees of other Debenture Holders is determined as follows:
  - a. during the Central Application process (as defined in the ESL Admission Policy), all applications will be assigned a random number and processed accordingly; and
  - b. during any other time of application, by the time and date of receipt of the Deposit referred to in paragraph 9 below.

### *Payment*

9. The price of a Debenture is HK\$500,000. A deposit of HK\$50,000 (the "**Deposit**") is payable at the time of application for the Debenture. The balance of HK\$450,000 is immediately payable upon acceptance of a place at the Kindergarten for the Nominee. A Debenture will only be issued upon acceptance of the K1 place and receipt of the full purchase price of HK\$500,000.

### *Refund of Deposit*

10. If the Principal and Board considers the Nominee to have failed to meet the entry requirements, no Kindergarten place will be offered to the Nominee and the Deposit will be refunded in full.



11. If a Nominee meets the entry requirements and is offered a Kindergarten place but declines to accept the offer, the Deposit will be refunded in full.

*Removal from Kindergarten*

12. The nomination rights under a Debenture expire immediately upon a Nominee accepting a position at a Kindergarten.
13. If the Nominee is removed from the Kindergarten for any reason after accepting a position at the Kindergarten then no further nomination may be made by a Debenture Holder.

*Redemption*

14. (a) A Debenture is fully redeemable on the earlier of:-
  - the date the Nominee graduates from the Kindergarten;
  - the expiry of 1 months' notice in writing given by the Debenture Holder to ESL of the Nominee's withdrawal from the Kindergarten

in each case subject to there being no outstanding fees payable to ESL in relation to the Nominee. Upon redemption of the Debenture ESL will, subject to (b) below, pay an amount to the Debenture Holder equal to HK\$500,000.

- (b) Where a Nominee graduates from a Kindergarten and is granted, and accepts, a place at a primary school operated by The English Schools Foundation (including Discovery College or Renaissance College) then the Debenture Holder agrees that ESL will apply the amount payable to the Debenture Holder in accordance with paragraph 14(a) above to purchase an Individual Nomination Right for one of the ESF Primary & Secondary Schools (at HK\$500,000) or for Discovery College or Renaissance College (at HK\$400,000) and any balance remaining following such purchase shall be paid to the Debenture Holder.

*General*

15. The rights attaching to this Debenture may not be transferred. However, if the Debenture Holder changes its name, then the Board may (on submission of such evidence as it may reasonably request concerning the bona fide nature of the transaction necessitating the changes) deliver to the Debenture Holder (or his/her successor) a Nomination Right in the new name against surrender of the original Debenture.
16. If a Debenture shall be lost, stolen, destroyed or defaced in whole or in part so as to be incapable of use, ESL shall, on such terms as to evidence, identity, indemnity and expenses incurred by ESL in investigating and verifying title as the Board shall require, deliver to a Debenture Holder a new Debenture lieu of the lost Debenture and in the case of defacement, against the surrender of the defaced Debenture.
17. Notices under this Debenture may be served by a Debenture Holder or by the Board by posting the same in a prepaid letter addressed to ESL at its registered office or to a Debenture Holder at its address as shown in the Register of Debenture Holders, and 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.
18. A Debenture and these terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong.