



# Terms of Enrolment

## Addendum for International Students

This addendum sets out the additional terms of enrolment which apply to international students. It should be read in conjunction with Meriden's Terms of Enrolment document which can be found at [www.meriden.nsw.edu.au](http://www.meriden.nsw.edu.au)

### 1. Courses Applicable to International Students

Meriden offers three registered courses applicable to international students as listed below.

- Primary (Kindergarten to Year 6)  
Course Code: 041562D – 364 weeks' duration.
- Junior Secondary (Years 7 to 10)  
Course Code: 041563C – 208 weeks' duration.
- Senior Secondary (Years 11 and 12)  
Course Code: 041564B – 104 weeks' duration.

The duration of the course includes the vacation periods in each school year. There may be some variation in the end date for a Year 12 student subject to her final examination timetable.

If the student wishes to undertake the Senior Secondary course (Years 11 and 12) at Meriden, she must have commenced her studies at the School by Year 10. The School may consider enrolment of the Student in Year 11 if she wishes to transfer from another school in Australia, provided she has been studying at that school for at least one year and can show evidence of satisfactory academic progress and English language competency.

### 2. Visa Conditions

Attention is drawn to the visa conditions imposed by the Department of Home Affairs (DHA), in particular, that the Student is not to work during school term and must meet the course requirements, that is, make satisfactory academic progress, have an attendance record of at least eighty percent (80%) and comply with the school rules.

### 3. Accommodation and Welfare Arrangements

- 3.1 If the Student is under 15 years of age, she must reside with the Parent while living in Australia.
- 3.2 If the Student is 15 years or over and not in the care of the Parent while living in Australia, the Parent must provide their written approval of a nominated suitable relative to act as the Student's carer. In the event of a change to this arrangement, written notification must be provided to the School by the Parent.

In all instances, the nominated suitable relative must be approved by the School. Meriden defines a 'suitable relative' as a person who:

- is a grandparent, brother, sister, aunt, uncle or niece;
- is nominated by the Parent of the applicant or a person who has custody of the applicant;
- is aged at least 25 years;
- holds Australian Citizenship or Permanent Residency for the duration of the Student's enrolment at Meriden; and
- is of good character.

- 3.3 The accommodation, support and welfare arrangements of the Student who is 15 years or over and is not in the care of the Parent, must be approved by the School. Accommodation with full adult supervision must be within reasonable travelling time to the School. Meriden or its nominee reserves the right to inspect the accommodation to ensure that it is safe and suitable and in the best interest of the Student. This requirement applies to all students who are not in the care of the Parent, including those students who are over the age of 18 years, as the School wishes to ensure that the students are living in a suitable environment.

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- 3.4 A screening of the Student's accommodation arrangements will be carried out by the School's nominee at the beginning of each year. These screenings take place for each student, and are organised for the safety and comfort of the Student.
- 3.5 The School must be notified by the Parent or suitable relative of any intention to change accommodation arrangements or address. If the Student changes her arrangements without approval by the School, the Department of Home Affairs will be informed and this may affect the Student's visa.

#### 4. Health Cover

Evidence of overseas health cover must be supplied. In the event that it is not supplied, the School will arrange the appropriate overseas health cover and the cost will be billed with the tuition fees. Overseas health cover must be for the proposed duration of the Student's visa.

#### 5. English Language Competency

English language competency requirements apply for students wishing to enter Meriden in Years 4 to 10 who are from non-English-speaking backgrounds (NESB). There are no literacy pre-requisites for NESB students in Kindergarten, Year 1, Year 2 and Year 3.

NESB students wishing to enrol in Years 4 to 10 must meet the following literacy levels through testing by Australian Education Assessment Services (AEAS) or the International English Language Testing System (IELTS). Documented evidence of the achievement of the required level must be submitted with the Application for Enrolment.

Year	AEAS Level	IELTS Level
4*	≥ 30	Not applicable
5*	≥ 35	Not applicable
6*	≥ 40	Not applicable
7	≥ 61	Band 5.5
8	≥ 61	Band 5.5
9	≥ 71	Band 6
10	≥ 81	Band 6

\* Applicants for Years 4 to 6 who do not meet the literacy prerequisites set out in the table above will not be refused enrolment on this criteria alone. However, if such a student is offered enrolment at Meriden, the Parent/Legal Guardian will be required to pay, prior to commencement, an additional one full term's tuition fee. This fee provides

for intensive English language instruction, provided by the School over the coming academic year.

During the enrolment interview process, the Student must satisfy the following facets of English language competency to determine whether the Student's English is at an acceptable level to proceed with an offer of enrolment:

- Demonstrate her ability to respond in written form in English to Meriden's Language Assessment (not literature based);
- Demonstrate her English speaking capacity during a personal interview held at the School.

The Student may be required to undertake additional intensive English tuition at her own expense until a satisfactory level, including colloquial spoken English, is reached.

Exemptions to requirements for NESB students may be granted to students who live in an English-speaking country and have studied in an English-speaking school for at least twelve months.

#### 6. Attendance and Course Requirements

- 6.1 Attendance at the School from the first day to the last day of each term is mandatory. Extended leave for overseas home visits is not permitted. The Parent must inform the School in writing where and with whom the Student will spend her holidays. The School checks arrangements for the holiday period each term.
- 6.2 The Student must attend a minimum of eighty per cent (80%) of all scheduled classes. If the Student does not meet the attendance requirements, she may be reported to the Department of Home Affairs, unless there are compassionate or compelling circumstances.
- 6.3 The Student must provide a doctor's certificate for an absence of three (3) days or more. The doctor must be a registered medical practitioner. If the Student is absent for less than three days, a letter of explanation must be provided to the School by the Parent.
- 6.4 The Student must meet course requirements by satisfactorily completing all required course work. The School will provide the Student with information about course requirements as outlined by the New South Wales Education Standards Authority (NESA). Further information about course requirements is available at [www.nesa.nsw.edu.au](http://www.nesa.nsw.edu.au)

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## 7. Payment of Fees and Charges, Refund and Default Policy

- 7.1 The School provides a Letter of Offer and Written Agreement that indicates length of study and the tuition fees payable for each course. The Enrolment Fee is to be paid upon acceptance of a place at Meriden. Tuition fees are to be paid in advance at the date nominated, prior to commencement. On receipt of this payment, the School will issue a Confirmation of Enrolment document which is required to obtain a student visa.
- 7.2 If the Student produces evidence that the application for a student visa has been refused by the Department of Home Affairs, the School will refund the tuition fees that have been paid within twenty-eight (28) days. A portion of the Application for Enrolment and Enrolment fees will be retained by the School. The Parent must make the request for a refund in writing to the Principal.
- 7.3 In accordance with the Australian government's ESOS legislation, the Parent may elect to pay the total tuition fees for the course before the Student commences at the School. If the Parent does not wish to pay the total tuition fees before the Student commences, the School may request up to fifty per cent (50%) of the total fees be paid prior to commencement. If the course is less than twenty-five (25) weeks in duration, the full tuition fee must be paid before the Student commences.
- 7.4 If the Student leaves Meriden during the course of a year, regardless of the reason, no refund will be made in respect of the remaining portion of the year.
- 7.5 No refund will be given in the event that the Student changes her student visa status to Temporary or Permanent Resident/Residency during the year.
- 7.6 If the Student does not intend to continue at Meriden the following year, one full term's notice must be received in writing from the Parent. A refund will be made upon receipt of the written notice to the Principal, and after all outstanding expenses have been deducted. If one full term's notice is not given, one full term's fees will be retained by the School.

- 7.7 Where the Student's enrolment is cancelled for any of the following reasons, no refund of tuition fees will be made:
- Failure to maintain satisfactory attendance (visa condition 8202);
  - Failure to maintain satisfactory course progress (visa condition 8202);
  - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532);
  - Failure to pay course fees;
  - Any serious behavioural breach identified as resulting in grounds for expulsion from the School as outlined in the School Rules and Policies and Student Code of Conduct.
- 7.8 Any default by the School will be covered by the provisions of the ESOS Act and the ESOS Regulations 2001. These include:
- If for any reason the School is unable to deliver the course offered to the Student, prepaid fees for that course will be refunded to the Parent in full within fourteen (14) days of notification of cancellation.
  - If for any reason the School is unable to continue to offer a course after the Student has commenced, a full refund of fees will be made within fourteen (14) days of notification of course cancellation.
- This agreement does not remove the right to take further action under Australia's consumer protection laws.

## 8. Transfer

The School will not:

- enrol an International Student seeking to transfer from another registered provider's course
- or
- grant a transfer request on an International Student seeking to transfer from Meriden to another school
- prior to the International Student completing the first six (6) months of their first registered course unless an exception in Standard 7.1 of the National Code applies.

Procedures and circumstances under which a transfer will be granted to the Student are set out in Meriden's International Student Transfers policy.

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## 9. COVID-19 and Online Learning

### 9.1 New Students

Once an Acceptance of Offer has been signed and the enrolment fee paid, a new student must commence, in person, at Meriden on the agreed date. Should the student be unable to commence on the agreed date due to factors beyond her control, such as international or domestic travel or border or quarantine restrictions, the student will not be provided access to Meriden's online learning system to commence her education on the date agreed in the Acceptance of Offer. No refund or reduction of tuition fees will apply.

### 9.2 Returning Students

Should a returning student be unable to commence a school term due to factors beyond her control, such as international or domestic travel or border restrictions or quarantine requirements, the student will be provided with access to Meriden's online learning system to continue her education. No refund or reduction of tuition fees will apply.

## 10. Deferment, Suspension or Cancellation of Enrolment

10.1 The School may grant a deferment of commencement of studies or temporarily suspend the enrolment of the Student for compassionate or compelling circumstances, including but not limited to:

- Illness where a medical certificate states that the Student is unable to attend classes;
- Bereavement of close family members such as parents;
- A traumatic experience which has impacted on the Student. (Where possible, this should be supported by a police or psychology report);
- Major political upheaval or natural disaster in the home country requiring emergency travel that has impacted on studies.

The final decision for assessing and granting a deferment of commencement of studies lies with the Principal.

10.2 The School may cancel the enrolment of the Student under the following conditions:

- Any serious behavioural breach identified as resulting in grounds for expulsion from the School as outlined in the School Rules and Policies and Student Code of Conduct;

- Failure to pay course fees;
- Failure to maintain satisfactory attendance;
- Failure to maintain satisfactory course requirements;
- Failure to maintain approved welfare and accommodation arrangements.

In the event that the suspension or cancellation of enrolment is initiated by the School, the School will inform the Student of its intention to suspend or cancel the enrolment and notify the Student that she has twenty (20) working days to access the School's internal complaints and appeals process.

10.3 The School is required to report failure to maintain satisfactory course progress and failure to maintain satisfactory attendance to the Department of Home Affairs. The School will notify the Department of Home Affairs via PRISMS in the event that the Student's enrolment is deferred, temporarily suspended or cancelled.

## 11. Miscellaneous

- 11.1 The Parent's written approval is required for the Student to undertake a level of study nominated by Meriden. A signed translation should be provided where appropriate.
- 11.2 Students entering Years 8 to 10 will be accepted subject to the availability of appropriate elective subjects.
- 11.3 The Student must participate in the School's cocurricular program.
- 11.4 The School will not confirm a place unless it believes that it is able to support the Student's academic program.
- 11.5 The School will not confirm a place if there is any evidence of the Student being unable to enter fully into the academic program of the School.
- 11.6 Course credit is not awarded to international students as the differences between each country's education system can be too difficult to align. However, the Principal may exercise discretion in this matter within the parameters set by the New South Wales Education Standards Authority (NESA).
- 11.7 Personal information about the Student may be shared between the School and the Australian Government and designated authorities and, if relevant, the Tuition Protection Service.