



Terms of Enrolment

1. Introduction

These Terms of Enrolment set out the agreement between Meriden School and parents or guardians (each a **Parent**) who signed and returned the Application for Enrolment in respect of the student named in the Application for Enrolment (**Student**) relating to the Student's enrolment and attendance at the School. School refers to any School-endorsed activity regardless of the location of the activity.

By accepting an offer of enrolment at the School each Parent agrees to comply, and ensure that the Student complies, with these Terms of Enrolment.

2. Attendance

- 2.1 Subject to these Terms of Enrolment, the Student must attend School during school hours every school day during term, and at any other time as required for school events, activities or disciplinary reasons.
- 2.2 If the Student is unable to attend School on a given day due to illness, Parents must contact the School by 8.00am that day by telephone or email as notified from time to time.
- 2.3 The Student may not be absent from School, other than for illness, without the School's written approval at least three days prior to the absence.
- 2.4 The Parents must submit any approval request under clause 2.3 that is a request for extended leave as early as possible but in any event no later than fourteen [14] days prior to the absence.
- 2.5 The School may grant or refuse each request for Student absence in its sole discretion and on any conditions as it sees fit. School fees remain due unless the School waives its rights in writing. Students granted extended leave may hold a place at the School as long as full school fees are being paid, the enrolment continues to be eligible to attract government subsidies, and there are no existing debts at the School at the commencement of the period of absence. Tuition fees paid during a period of absence will not be credited on the return of the student to the School.
- 2.6 Each Parent grants permission for the Student to attend and participate in all school events and

activities including but not limited to excursions and camps. The Parents may request that the Student be excused from an activity by providing the Principal with a request in writing with reasons supporting the request, and the Principal may approve such a request in her sole discretion.

3. Behaviour

- 3.1 The Student must:
 - a. comply with the School's rules and policies from time to time (School Rules and Policies) and with all lawful directions of School staff;
 - b. behave in accordance with the School's values and not do anything that may bring the School into disrepute; and
 - c. wear the school uniform neatly and properly while at the School, at all school events and when travelling to and from the School.
- 3.2 If the Student breaches any of the School Rules and Policies or any obligation under these Terms of Enrolment, the School may discipline the Student.
- 3.3 The Student must not possess, supply or consume any alcohol, illegal drugs or cigarettes at School, while travelling to or from School, or during any School-related activity.

4. Parents

- 4.1 Each Parent must:
 - a. ensure that the Student has all items necessary to attend School and participate in school activities;
 - b. attend parent-teacher interviews as requested;
 - c. comply with all relevant School Rules and Policies and with the directions of School staff;
 - d. adhere to the School's Parents' Charter; and
 - e. behave in accordance with the School's values and not do anything that may bring the School into disrepute.
- 4.2 Each Parent warrants that they have full power and authority to enter into and perform their obligations under these Terms of Enrolment.

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5. Communication

- 5.1 The School may in its discretion act on the basis of instructions or information provided by either Parent.
- 5.2 Information included in any School newsletter will be deemed received by Parents on issue.
- 5.3 The Parents must immediately notify the School of any change to their contact details. Responsibility for maintaining the accuracy of each Student's details rests with the Parent.

6. Fees

- 6.1 The School Council will determine the School's enrolment and tuition fees from time to time and may vary them without notice to the Parents.
- 6.2 The School will issue fee notices to Parents prior to the start of each term, and the Parents must pay the fees in full by the date specified on the fee notice.
- 6.3 The School will charge an administration fee, as listed on the School's Fee Schedule at that time, for each overdue amount, and may charge interest.
- 6.4 Each Parent is jointly and severally liable for payment of school fees.
- 6.5 If the Parents are unable to pay school fees by the due date, they may notify the School Council and the School may in its discretion enter into alternative payment arrangements with the Parents.
- 6.6 If the Parents fail to pay any school fees in full by the due date, the School may suspend or expel the Student from the School and may commence any action it considers appropriate to recover debts comprising unpaid school fees and any related costs including but not limited to legal costs.
- 6.7 If the Parents fail to pay any school fees by the due date (including any instalments under an agreed payment plan), the School reserves the right to exclude the Student from extra-curricular activities.
- 6.8 If the Student starts attending the School after the first week of term, the School will charge the Parents the school fees for that term calculated as a pro rata amount of the fees otherwise payable for the full term. If the Student ceases attending the School during a term for any reason, school fees remain due and the School will not refund any School fees already paid.
- 6.9 The School will charge a Resources Fee covering incursions and excursions, subject levy (where applicable), licences, annual Camp program if applicable

(except for interstate/ overseas trips), and annual membership of the Parents and Friends Association. The Resources Fee is invoiced in Term 1 and is payable on the same payment terms as school fees.

- 6.10 The School will charge the costs not covered by the Resources Fee to the Student's school account and those costs will be payable on the same payment terms as school fees. Costs not covered by the Resources Fee include but are not limited to lost Student ID Cards and library books, Music Camp, Duke of Edinburgh's Award, Cadets, sports registration, additional HSC charge, School Bus Service, music instrument repair/ hiring and Exchange Programs.

7. Disclosure

- 7.1 The Parents must disclose to the School all medical and education information relating to the Student, and any other information relating to the Student's needs at School, in a complete, accurate and current form. If the Parents fail to declare any such information the School may terminate the Student's enrolment with immediate effect.

8. Illness or injury

- 8.1 If the Student is injured or ill and requires first aid or urgent medical treatment (including without limitation treatment by a doctor, paramedic or ambulance officer, hospitalisation, injections, blood transfusions, surgery or similar treatment), the Parents authorise the School to do all things it considers necessary or appropriate for the Student's welfare including but not limited to authorising such treatment.
- 8.2 The Parents must pay all of the School's medical expenses relating to the Student.
- 8.3 The School and its employees and agents are not liable for any losses or damage in relation to any first aid or other medical treatment provided to the Student by the School or under its authorisation.
- 8.4 Each Parent indemnifies the School against all liabilities, losses, damages, costs and expenses suffered or incurred by the School in relation to any act or omission by the School or under its authorisation in relation to any first aid or other medical treatment provided to the Student, and the Parents release the School from all related claims and liabilities.

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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. Termination of enrolment

10.1 If the Student:

- a. seriously or repeatedly breaches the School Rules and Policies, or fails to follow staff directions;
- b. does anything that may bring the School into disrepute; or
- c. is absent repeatedly, or for an extended period, without School authorisation,

the School may suspend or expel the Student from the School. School fees remain due and the School will not refund any School fees already paid.

10.2 If in the School's opinion its relationship with either or both Parents is at any time not one of trust and cooperation, the School may terminate the Student's enrolment.

10.3 If a Parent breaches any of these Terms of Enrolment, the School may terminate the Student's enrolment.

10.4 If Parents wish to withdraw the Student from the School, or from any additional activity the Student is undertaking, the Parents must provide the Principal with one full term's written notice. If such notice is not provided, the Parents must pay to the School the school fees for the total term or activity as per the School's fee schedule at that time. Re-enrolment is at the School's sole discretion and a re-enrolment

fee will apply if a new Application for Enrolment is accepted and a place is available at the time of re-entry, and provided there are no existing debts from the previous time at the school.

11. Insurance

- 11.1 Parents should take out appropriate insurance cover. The School does not hold insurance to cover medical expenses arising from any injury the Student suffers while taking part in school activities, including without limitation school sporting activities.
- 11.2 The School has accident insurance covering all enrolled students for their school activities, with worldwide cover. The insurance benefits may include lump sum payment for certain permanent disability, certain non-Medicare medical expenses and benefits for broken bones and damaged teeth. Further details may be obtained from the School's Business Services Office.
- 11.3 The Parents acknowledge that the School does not have insurance for, and takes no responsibility in relation to, the Student's personal belongings.

12. International Students

Additional terms of enrolment apply to International Students as notified at the time of enrolment and varied in the School's reasonable discretion on one term's notice.

13. Miscellaneous

- 13.1 The School may at any time commence, vary or discontinue any academic or other program without notice to the Parents.
- 13.2 The School may use any personal information it collects under these Terms of Enrolment in accordance with the School's privacy policy.
- 13.3 The School may confiscate, examine or conduct searches of the Student's belongings and locker, and may undertake any surveillance or monitoring it considers appropriate.
- 13.4 The Parents and Student must not publish or cause to be published any images of or information relating to the School, or any images of or information relating to any person connected with the School, or any of the School's intellectual property without the School's prior written approval.
- 13.5 The School may vary these Terms of Enrolment in its reasonable discretion on one term's notice.



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

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, must remain enrolled in a registered course and must meet the course requirements, that is, maintain satisfactory course progress and satisfactory attendance 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 interests of the Student. This requirement applies to all students, 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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TERMS OF ENROLMENT

Addendum for International Students

- 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 Proficiency

English language proficiency requirement pre-requisites apply for students wishing to enter Meriden in Years 4 to 10 who are from non-English-speaking backgrounds (NESB). There are no English language proficiency requirement 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 English language proficiency 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 English language proficiency requirement pre-requisites 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 English language proficiency requirement pre-requisites 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

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TERMS OF ENROLMENT

Addendum for International Students

7. Payment of Fees and Charges and Refund Policy

- 7.1 Meriden 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 (CoE) document which is required to obtain a student visa.
- 7.2 In accordance with the Australian government's ESOS legislation, the Parent may agree 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 of the total fees be paid prior to commencement. If the course is less than twenty-five weeks in duration, the full tuition fee must be paid before the student commences.
- 7.3 The process for making a claim for a refund is that the Parent/legal guardian must apply for a refund, in writing, to the Principal. Any outstanding debts to the School will be deducted from any refund. If the Principal approves any refund, the refund will be paid to the same person who initially made the payment of the fees.
- 7.4 If a student produces evidence that the application for a student visa has been refused by DHA, the School will refund the tuition and non-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 amount of refund will be the course fees, minus the lesser of 5% of the amount of the course fees received by the School or \$500.00.
- 7.5 If a student withdraws from the course prior to the start date (other than because of a visa refusal by DHA), the School will seek a refund approval from the Principal. If granted, the School will refund the tuition and non-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 amount of refund will be the course fees, minus the lesser of 5% of the amount of the course fees received by the School or \$500.00.
- 7.6 If a student withdraws from 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.
- 7.7 No refund will be given in the event that a student changes her student visa status to Temporary or Permanent Resident/Residency during the year.
- 7.8 If a 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.
- 7.9 Where a student's enrolment is terminated for any of the following reasons, no refund of tuition fees will be made:
- Failure to maintain satisfactory course progress and satisfactory attendance (visa condition 8202).
 - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532).
 - Failure to pay any amount that they are liable to pay the School in order to undertake the course.
 - Any serious behavioural breach identified as resulting in grounds for expulsion from the School as outlined in the School's Policies.
- 7.10 Non-Tuition fees
- If the student withdraws from the course before the agreed starting day, the School will fully refund the non-tuition fees that have been paid. If the student withdraws from the course after commencement at the School, a pro-rata refund will be made for the non-tuition fees that have been paid. All refunds of non-tuition fees will be paid within 28 days. All refunds are paid to the same person who initially made the payment of the fees.

Continued



TERMS OF ENROLMENT

Addendum for International Students

7.11 Any default by the School will be covered by the provisions of the *Education Services for Overseas Students Act 2000* (ESOS Act) and the *Education Services for Overseas Students Regulations 2019* (ESOS Regulations). These include:

- If Meriden, for whatever reason, 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.
- The Tuition Protection Scheme (TPS) is a placement and refund service to assist overseas students whose registered providers are unable to complete delivery of the student's course of study. The TPS ensures that overseas students can either:
 - complete their studies in another course or with another registered provider; or
 - receive a refund for unspent tuition fees

For more information about this service please see the Tuition Protection Service website:
<https://tps.gov.au>

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.

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 or injury where a medical certificate states that the Student is unable to attend classes;
- Death of a close family member such as a parent;
- An adverse experience that 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 student's home country requiring emergency travel.

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

Continued

TERMS OF ENROLMENT

Addendum for International Students

- 10.2** The School may suspend or 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 amounts that they are liable to pay the School in order to undertake the course, ie, course fees;
 - Failure to maintain satisfactory attendance;
 - Failure to maintain satisfactory course requirements;
 - Failure to maintain approved welfare and accommodation arrangements;
 - Breach of the Terms of Enrolment.

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, 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.