

## **TERMS & CONDITIONS GOVERNING ENROLMENT AND ADMISSION**

In order for the Student to fully benefit from the School's environment, certain policies and conditions were laid down. All parents / guardians are advised to read the terms and conditions governing the admission to the School as set out below.

### **1. Definitions**

The following definitions apply used herein:

- 1.1 "Parent" is either parent of the child or legal guardian, provisions herein shall be binding in them jointly and severally.
- 1.2 "School" shall mean Adcote Matrix Schools wholly owned by Matrix Educare Sdn. Bhd. which shall be deemed to mean and include its successors, permitted assigns, and any entity resulting from future rebranding, name changes, mergers, or other structural change. For avoidance of doubt, Matrix Private School and Adcote Matrix International School shall be treated as separate accounts and all fees and deposits including but not limited to Assessment Fee, Enrolment Fee, School Fees, Security Deposit or other deposits, Administration Fee, Miscellaneous & Activities Fee, notice of movement and any other related issues paid or submitted to one account is not transferrable to the other. This non-transferability applies irrespective of the relationship or affiliation between the two accounts and is strictly enforced.
- 1.3 "Head of School" shall collectively mean the person given the delegated responsibility to lead the School by the Academic Council or any other body having the authority to make such appointments, irrespective of their actual job title.
- 1.4 "Student" and "Child" may be used interchangeably in this document, which refers to the child named on the Application Form.
- 1.5 "Application Form" shall mean the Application for Admission form for both Adcote Matrix Schools and Matrix Educare Sdn. Bhd.

### **2. Application**

- 2.1 A Parent intending to enrol his/her child to the School, must submit the 'Application for Admission' Form, duly and accurately completed and signed. False, inaccurate or misleading information could lead to rejection of the application for admission to the School. The parent must at all times inform the School of any changes to such information. The School further reserves the right, and the Parent hereby authorises the School, to contact the previous school (if applicable and relevant) or such medical officers or other relevant persons for further information relating to the Child in considering the Child for admission.
- 2.2 An Enrolment Fee (please refer to the fee schedule) is payable in full with each submission of the Admission Form. This fee shall be payable by either cash, a crossed cheque, bank draft or bank transfer made payable to Matrix Educare Sdn. Bhd. at the time of submission of the Admission Form. (\*Please refer to payment instructions stated in the Fee Structure).
- 2.3 The Assessment Fee covers an entrance assessment/test to apply for admission to the School for the Term and Academic Year applied for. The Assessment Fee is non-transferable and non-refundable regardless whether the Child is successfully admitted to the School or otherwise. The receipt of the Assessment Fee by the School does not oblige the School to admit the Child. The School shall have the final decision regarding the application for admission of the Child. This decision shall be made at the sole discretion of the School and shall be binding and conclusive. The School is not obligated to provide any reason for its decision.
- 2.4 Upon payment of the Assessment Fee, the application may be put on queue depending on availability of place and is subjected to terms and conditions as stipulated in 2.6 -2.7
- 2.5 Putting on queue means adding the Student's name onto the application list, where the application will be handled as per the application process, which takes into account various criteria as stipulated in the Admission Policy.
- 2.6 If there is no vacancy in the applied Year Group for the proposed enrolment Term and Academic Year, the application will automatically proceed to the following term unless application is withdrawn by the Parent in writing or by default.
- 2.7 A new Assessment Fee will be imposed if any of the following occurs:
  - A deferment of an application to a future Term/Academic year for more than one (1) time.
  - The Application is withdrawn by the Parent, with or without an offer of place.
  - The Application is unsuccessful for the second time, due to unsatisfactory assessment outcome.
  - The Parent does not accept the offer by the stipulated date in the Letter of Offer.
  - The Parent is no longer in contact with the School and not contactable at the last known address.
  - Any other terms and conditions governing Enrolment and Admission of the Child as determined by the School from time to time.

### **3. Acceptance or Rejection of Application**

- 3.1 If the assessment results are deemed unsatisfactory by the School, the Parent shall inform Admissions personnel should the Parent decide to re-apply or otherwise, within the stipulated date as stated in the Rejection Letter. Parents may re-apply in the future, with at least a six (6) months' gap from the last assessment, with no additional cost involved.
- 3.2 If an offer is declined by the Parent in writing or is not accepted by the Parent within the time stipulated in the Letter of Offer, the Application will automatically be cancelled.
- 3.3 Should the Parent wish to re-apply after the Application is cancelled, the application will be treated as a fresh application, and the then prevailing Assessment Fee is applicable according to the Fee Schedule of the Academic Year, at the time of the re-application. The Application shall be placed on queue again in the relevant Year Group, Term on Academic Year and the application process shall apply (refer to Section 2).
- 3.4 The placement of the Student is also at the absolute discretion of the School and in that regard, the School generally takes into consideration various factors, including the Student's age, academic ability, level of achievement relative to the School's current students and the Student's behaviour.
- 3.5 The admission of the Child is at the absolute discretion of the School, and the School is not obliged to offer any justification for the rejection of any application.
- 3.6 On being offered a place, the Parent shall pay the required school fees (including but not limited to the refundable deposit) at the rate applicable for the term for which the place is offered, within and no later than the stipulated deadline as stated on the Letter of Offer. (See fee schedule for details). Please note that fees are normally reviewed by the School on an annual basis and may be adjusted for subsequent academic years and that the fees indicated on the current fee schedule may not be the fees applicable for subsequent academic years. For the avoidance of doubt, the School reserves the right to revise the fee when deemed necessary. Parents hereby acknowledge and agree that if fees is revised, they shall be subject to the revised fees notwithstanding the current fee schedule as stated in the Letter of Offer.
- 3.7 The School reserves the right to place the Student in a class which the Head of School deems academically and developmentally suitable to the Student's needs at anytime whilst the Student is enrolled at the School. This may include but not limited to requiring the Student to repeat one (1) or more academic year(s).

- 4 Fees and Payment**
- 4.1 Fees for subsequent terms are payable in advance, to be paid on or before the commencement of each term. The School reserves the right not to allow the Students to attend class until all outstanding fees have been paid.
  - 4.2 Late Payment - There is a surcharge added to an outstanding balance overdue, which is a genuine pre-estimate of the damages to the School of a default. Please refer to the schedule or invoice for the chargeable surcharge.
  - 4.3 The Parent undertakes to pay, or arrange payment of all Fees by the due date. If the Parent fails to settle any payment due within twenty-eight (28) days from the due date, the School reserves the right to recover the outstanding amount by methods including but not limited to suspension of the Student from attending classes until all outstanding fees have been paid. Failing which, the Student will be deemed withdrawn without notice twenty-eight (28) days after the suspension period. The School also reserves the right to withhold all examination results, certificates and school records of the Student.
- 5 Withdrawal from School and Deposit**
- 5.1 The Security Deposit, equivalent to one (1) term School Fee and the Security Deposit for Boarding (if any) are to be paid upon registration. These deposits, less all outstanding charges due to the School, are refundable upon completion of the highest year/level group available in the School OR upon the School receiving a full school term written notice of withdrawal in advance prior to the first day of the School's term from which the student will be withdrawn. .
  - 5.2 At the point of withdrawal, the Student must also be a registered school going student at the School. In the event the Student has a long-term absence of 30 consecutive days or more without informing the School in writing, the Student shall be deemed automatically to have withdrawn from the School and condition (clause 5.1) above shall apply.
  - 5.3 In the event the Student requests a leave of absence in writing, the School reserves the right to take this request into consideration subject to full term fee and deposit (top deposit – when applicable) are paid. The term fee and Security Deposit will not be refunded if the Student does not attend school after the "Leave of Absence" period.
  - 5.4 All notices of withdrawal shall be addressed to Admissions, and such withdrawal shall deem to take effect from the dates such notice is served on the School and not at the date as set forth in the notice/letter. If the Student is not withdrawn from the School on the said last day of attendance, a fresh notice of withdrawal shall be served on the School and the same conditions shall apply to the refund of deposit.
  - 5.5 In the event after being confirmed a place, the Student fails to attend the School, the School shall be entitled to forfeit the Assessment Fee and Enrolment Fee but the Security Deposit and School Fees will be refunded Provided that the School receives a written notice of the Student's intention not to attend before the first day of the School term, failing which all fees and deposit paid SHALL be forfeited in full, notwithstanding such monies are paid by parent or third party sponsor. The Parent agrees and consents to indemnify the School for any such incidental loss or damage.
  - 5.6 The Parent hereby acknowledges that the forfeiture of the fees and deposits represents a genuine pre-estimate of the School's damages in these circumstances. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
  - 5.7 All deposits paid shall under no circumstances be treated as payment of School Fees or any part thereof or any other payments required to be paid and may not be used to off set any amount due and payable by the Parent.
  - 5.8 The Parent shall pay such additional monies as are necessary to top up the deposit to maintain its equivalence to one (1) term's School Fees on or before the commencement of the relevant academic term.
  - 5.9 All monies refundable under the conditions hereof shall be refunded free of interest and must be claimed by the Parent within one (1) year from the date the Student ceases to be a Student of the School, failing which the Parent consents and authorises the School to immediately transfer the said monies into the Schools Improvement Fund whereupon the Parent shall have no claim in respect of such monies thereafter. The School shall be entitled to utilise such monies in the School Improvement Fund as the School deems fit.
  - 5.10 Where a Student has been withdrawn from the School and applies for re-admission, Assessment Fee will not be payable if the Student is re-admitted (subject to availability of a place) within two (2) academic terms from the date the Student left the School. The Enrolment Fee, School Fee, deposit and other fees payable, all at the then prevailing rate, are required to be paid prior to such re-admission.
- 6 Discipline, Suspension and Termination**
- 6.1 The School reserves the right to suspend and/or to expel a Student in the case of misconduct or a serious breach of discipline, particularly if this (in the absolute opinion of the School) has a detrimental effect on the other students in the School.
  - 6.2 The School may require, at any time the withdrawal of a Student from the School for any reason, at the discretion of the Head of School. Reasons may include but not limited to matters or things not mentioned herein. The School's decision shall be final, binding and conclusive. In such event, the Security Deposit shall not be refundable and the school fees for the term will be prorated based on the remaining period of the term during which the Student will not be attending the School, calculated in a manner determined by the School. The School will refund the portion of the School Fees corresponding to this remaining period.
  - 6.3 In the event of the Student having a contagious or infectious disease or illness or in the event of an outbreak of a contagious or infectious disease or illness at the School regardless whether the Student is so infected or otherwise, the Head of School may at his discretion prohibit the Student from attending at the School for such period as the Head of School deems necessary. The Parent or Student shall have no claim against the School arising from any such safety action taken by the Head of School.
  - 6.4 In the event a Student needs to withdraw due to medical reasons and is unable to provide the required one-term notice Provided the School receives a medical report issued by a licensed medical institution/practitioner detailing the Student's medical condition or the School determines that it can no longer support a Student who requires specialized medical support and require the withdrawal of the Student, the Security Deposit and the portion of the School Fees corresponding to the remaining days of the term during which the Student will not be attending the School will be refunded. If the medical condition was pre-existing prior to the Student's admission and was not disclosed by the Parents during the application process, the decision whether to refund any of the fees or the Security Deposit will be at the sole and absolute discretion of the Head of School.
  - 6.5 Student must attend all classes regularly, participate in all relevant school or extra curriculum activities and sit for relevant examinations applicable to the Student unless excused on medical grounds or other compelling cogent reason. Failure to attend classes, shall entitle the School to take such actions as may be required, including without limitation, requiring the student to repeat (an) academy term(s) or to be withdrawn from the School.

- 7 **Emergency and Liability**
- 7.1 In case of a medical emergency, where the Parent cannot be contacted to give consent, the Parent hereby agrees and consents to authorise the Head of School to arrange for the medical examination of the Student by a registered doctor, or send the Student to a clinic/medical centre. The Parent agrees to indemnify the School fully for all expenses thereby incurred on such account.
- 7.2 The Parent agrees that the School shall not be liable for any death, personal injury or any loss or damage of any kind whatsoever which the Student may sustain at any time either within the School premises, authorised field trip or elsewhere, which is not attributable to the negligence of the Schools, its officers, agents or employees.
- 8 **Photograph and Images**
- 8.1 The School may, and the Parent hereby gives consent to the School to take such photographs, images, recordings, works or derivative works including but not limited to examination results of the Student to use, free of charges without limitation by any promotional materials within the Adcote Matrix Schools, including but not limited to the website of the School and other educational institutions within Matrix Educare Sdn. Bhd. A written notice need to be submitted should the Parent does not give consent.
9. **General**
- 9.1 Changes at the School. A successful school must initiate and response to change. The acceptance of a place by the parents is given on the basis that, in the interests of the School as a whole, reasonable changes may be made from time to time.
- 9.2 The School shall be entitled at anytime to amend, add or delete any terms and conditions with respect to the admission of the Student, the Student's continued enrolment at the School or any matters related thereto by way of letter sent by ordinary post or handed over to the Student.
- 9.3 The School may at anytime review, amend or make such rules and regulations relating to the conduct of students in the School, and all such matters that the Student and/or Parent may be required to do or comply with as a Student of the School. A breach of any such rules and regulations in force, whether recently enforced, reviewed or amended shall be deemed to be breach of the terms and conditions herein.
- 9.4 All notices, letters and correspondence from the School may be sent to the Parent at the address and or email address set out in the 'Application for Admission' Form and shall be deemed sufficiently served if sent by email to the email address as stated in the 'Application for Admission' Form, by ordinary post to the address as stated in the 'Application for Admission' Form or if the same is handed over to the Child.
- 9.5 The prospectus and School website describe the broad principles on which the Schools are currently run, and gives an indication of our history and core values. Although believed correct at the time of printing, neither the prospectus nor the website is part of any agreement between the Parents and the School. Parents wishing to place specific reliance on matter given in the prospectus or website, should seek written confirmation of that matter before entering this agreement. The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of conditions in the 'Application for Admission' Form, these terms and conditions and any future terms and conditions shall be notified to the Parent in writing.