PART TWO:

THE TERMS AND CONDITIONS ATTACHED TO THIS APPLICATION, FORM AND GOVERN THE STUDENT'S TUITION AT THE SCHOOL. BY SIGNING BELOW, THE STUDENT, THE SCHOOL AND THE PARENTS OR LEGAL GUARDIAN AGREE TO THOSE TERMS AND CONDITIONS. PLEASE ENSURE YOU READ THE TERMS AND CONDITIONS CAREFULLY.

Terms and Conditions:

Definitions

1. For the purposes of this Agreement the following terms shall have the following meanings:

   Accommodation means the residential accommodation provided to the Student.

   Accommodation Agreement means the agreement between the Student, the School, and the Parents, which governs the Student's accommodation arrangements.

   Act means the Education and Training Act 2020.

   Agreement means this Agreement including these terms and conditions and any schedules.

   Application Form means the standard enrolment form which forms the cover page of this Agreement.

   Code means the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

   Designated Caregiver has the meaning as set out in the Code.

   Disciplinary Action includes termination of this Agreement and other disciplinary actions, and can include actions that would be described as suspension, expulsion and exclusion if applied to a Domestic Student.

   Domestic Student means a domestic student as defined in s 10 of the Act.

   Fee means fees payable by the Parents to the School as per the Fee Schedule.

   Fee Schedule means the schedule of fees for Tuition, Accommodation and other charges, which is available from the School on request and may be updated from time to time.

   Homestay has the meaning as set out in the Code.

   International Student means an international student as defined by s 10 of the Act.

   Legal Guardian means the person or persons who is legally the guardian of the Student in their home country and has the legal right to make decisions about their care, education and well-being. It can include parents, where they have the right to make decisions for the Student.

   Offer of Place means an offer of place issued by the School to the Student for them to provide to Immigration to obtain a visa that qualifies them to enrol at the School as described in cl 13.

   Parent means the student's biological or legally adoptive parent. Except where the context requires otherwise, references to Parents in this agreement includes Legal Guardians and also includes a single Parent who has the sole right of guardianship in relation to the child.

   Residential Caregiver has the meaning as set out in the Code.

   School means the school referred to in the annexed Application Form.

   Student means the student referred to in the annexed Application Form.

   Termination means termination of the Agreement.

   Tuition means the education of the Student at the School or, in appropriate circumstances, education provided to the Student by the School through online, remote or distance learning.

   Period of Enrolment means any period for which Fees are paid and for the purpose of this Agreement the enrolment of the Student begins on the course start date stated in the Student's Offer of Place and ends on the course end date stated in the Student's Offer of Place, or on such earlier date as the parties agree or the School terminates the Agreement according to clause 33 or 35 of the Agreement.

   Welfare Issue means any situation where the School holds a concern about the Student's safety or wellbeing, or where the School considers it cannot meet its obligations under the Code and/or the Act with respect to the Student's health and safety for any reason.

Preliminary Provisions

2. The Agreement is declared to be a contract of enrolment in terms of section 10 of the Act.

3. The School shall provide Tuition to the Student in line with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.

Terms of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student starts on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.

5. Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student for the renewed term.

6. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School organised trip the School's responsibility for the Student shall end upon the Student's departure and resume upon the Student returning to New Zealand.

7. This Agreement is considered to be written agreement from the Parent that the School is not responsible for the Student's day-

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to-day care where the student is in the custody of a Residential Caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purpose of supervising them during the Period of Enrolment.

8. The School is not responsible for the Student's day-to-day care where the Student is in the custody of a person approved by the Parent as part of a transfer-of-care arrangement during enrolment made in accordance with the Code.

9. During the Period of Enrolment the Student must keep the School reasonably informed of their whereabouts including if the Student intends to leave New Zealand during the Period of Enrolment.

Accommodation

10. The Parents and Student agree that no changes to accommodation arrangements will be made without the prior written agreement of the School.

11. The Parents and the Student agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.

12. The Parents irrevocably authorise the principal of the School to inform the Residential Caregiver (whether or not arranged through the School) of all matters and information required to be provided to the Parents and agree to appoint the Residential Caregiver in New Zealand to receive such information in place of the Parents.

Immigration and Insurance

13. Upon this Agreement being signed by all parties, the School may issue the Student with an Offer of Place to provide to Immigration New Zealand to obtain a visa that qualifies them to enrol at the School.

14. This Agreement is at all times conditional on the Student obtaining a visa that qualifies them to enrol at the School and the School may on reasonable grounds, terminate this Agreement and withdraw an Offer of Place or at any time before the Student is issued such a visa.

15. The Parents and Student agree to comply with the visa requirements as set out in the Immigration Act 2009, and any visa conditions applicable to the Student's stay in New Zealand. The Parents and Student understand that the School has an obligation to report any breaches of the visa requirements to the appropriate immigration authority.

16. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.

17. The Parents agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. Where insurance in not arranged by the School, the Parents will provide the School with evidence of the relevant insurance policy. If appropriate evidence is not provided, the School may organise insurance it considers appropriate and pass on this cost to the Student or Parents.

18. The Parents agree they have read the policy details for the Student's travel insurance policy and any other relevant information provided by the insurer from time to time and:

    (a) accepts all exclusions that apply to the insurance policy and
    (b) agrees that where the school arranges insurance on behalf of the Parents, the Parents have disclosed all medical conditions to the School that may affect insurance cover.

19. The Parents agree to cover any costs for the Student that are excluded by the Student's travel insurance policy and are not otherwise covered by publicly funded medical services in New Zealand. For the avoidance of doubt, the Parents agree that the School is not responsible for any costs incurred on behalf of the Student that are excluded by the Student's travel insurance policy or not covered by publicly funded medical services in New Zealand.

20. In the event that the Student's status changes such that they are eligible to be enrolled in a school in New Zealand as a Domestic Student, this agreement will be deemed to be terminated on the date on which the School is advised of this change and any future enrolment will be determined in accordance with that status.

Fees

21. The Fee must be paid to the School in advance of each Period of Enrolment or as otherwise directed by the School. The Parents and the Student agree to comply with School policies regarding the payment of the Fee.

22. If Tuition is terminated by the School during a Period of Enrolment, any refund of the Fee applicable to that Period of Enrolment will be assessed according to the refund policy which is annexed to this Agreement as Schedule Three, as updated by the School from time to time.

Information, Warranties and Acknowledgements

23. The Parents agree to provide the School with educational, medical, financial, or other information relating to the Student as may be requested from time to time by the School. If the Parents provide misleading information or fail to disclose information about the Student to the School, such that the School has to change or modify the nature of enrolment, the level of Tuition or Accommodation required by the Student, the School may charge the Parents such fees as required to adequately compensate for such extra requirements or Terminate the Agreement. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents must notify the School of any changing conditions in relation to the Student.

24. The Student and the Parents confirm that:

    (a) The Student does not suffer from any medical condition or behavioural condition (including mental health conditions and allergies) that may negatively impact on the health, safety or education of the Student or any other student at the School, except as disclosed on the Application Form;

    (b) The Student does not have any medical or other special needs that require extra support, except as disclosed in the Application Form;

    (c) The Student has never been charged with or convicted of any crime, and is not the subject of other proceedings before any court, except as disclosed in writing on the Application Form;

    (d) All information in the Application Form is true and correct to the best of their knowledge and belief.

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25. The Parents and Student acknowledge that:

(a) The School may obtain at any time from any person or organisation any information it requires to process and/or accept the Student for admission to the School or to perform or complete any of the other purposes under this Agreement. The Parents and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.

(b) If the Student and/or Parents fail to provide any information requested in relation the Student's admission to the School, the School may be unable to process the Student's application.

(c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, then this Agreement will be at an end.

(d) Personal information of the Student and/or Parents collected or held by the School is provided and may be held, used and disclosed to enable the School to process the Student's eligibility to receive Tuition at the School and Accommodation.

(e) The Parents agree that where the Student lives in a School approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by the School and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to a Designated Caregiver Agreement being entered into by the School, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Agreement or of the Designated Caregiver Agreement will be considered to be a breach of this Agreement.

(f) All personal information provided to the School is collected and will be held by the School.

(g) The Student and Parents have the right under the Privacy Act 2020 to obtain access to and request corrections of any personal information held by the School concerning them.

(h) Under the Privacy Act 2020, any information collected may be provided to education authorities.

(i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant people outside the School, at the discretion of the School.

(j) Where necessary to carry out any process under this Agreement, or to make any decision concerning the Student, the School may disclose personal information to any person, including immigration authorities, airlines, and travel agents.

(k) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School, including social media posts by school staff, unless otherwise agreed in writing by the parties.

26. Where the Student turns 18 during the Period of Enrolment, the Student will remain bound by this Agreement as though they personally signed the Agreement, unless otherwise agreed in writing between the Parents and the School.

Where the Student turns 18 or is 18 at the time of this Agreement, the Student and the Parents acknowledge that this Agreement may prohibit the Student from taking part in activities that would otherwise be lawful due to their age.

Consent

27. The Parents and the Student, who have signed this Agreement appoint and authorise the principal of the School (or such other person as may be appointed by the School to carry out the principal's duties) to:

(a) Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information;

(b) Provide agreements on the Student's behalf in the event of a medical emergency where it is not reasonably possible to contact the Parents.

28. The School shall seek specific written consent of the Parents before the Student, being a student of any age, participates in any activity either organised by the School or by another party, which the School considers to be high risk or an activity that is organised by the School and requires the Student to stay away from their regular accommodation overnight.

29. Except in the circumstances described in clause 28, this Agreement is considered to be written consent of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether agreement is sought from domestic students in relation to the same activity.

30. Unless otherwise agreed in writing by the parties, this Agreement is considered to be written consent for leisure travel or stays organised and supervised by the Student's Residential Caregiver where the travel is within New Zealand for a period of not more than seven days and does not result in the Student missing any scheduled school days.

Conduct, Welfare, Discipline and Termination

31. The Student will comply at all times with School policies, the Code and the Act, and the Parents shall work with the School to ensure such compliance. This includes compliance with the School Code of Conduct in Schedule One, including any amendments made by the School during the Period of Enrolment.

32. In the event of any breach of this Agreement by the Student or the Parents, the School may take any Disciplinary Action it considers appropriate, including terminating this Agreement, and (if applicable) notifying Immigration New Zealand of its decision to terminate the Agreement.

33. Without limitations, the following actions shall be considered to be breaches of this Agreement which may warrant Disciplinary Action:

(a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;

(b) Any breach of the School Code of Conduct by the Student;

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(c) Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;

(d) Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;

(e) Any act by the Student during the Period of Enrolment that threatens the education of any other Student;

(f) Any breach of clauses 16 or 17 of this Agreement or of the warranties contained in clause 24 of this Agreement;

(g) Failure to make payments invoiced according to the Fee Schedule; and

(h) Any other breach of this Agreement

34. Where appropriate, the School will follow the process set out in the Investigation Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers as stated in clause 32 of this Agreement, but nothing in this Agreement shall limit the power of the School to immediately terminate this Agreement for serious misconduct or to require the Student not to attend the School pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.

35. The School may terminate this Agreement if there is a Welfare Issue and the School forms the view that it cannot reasonably continue to meet its obligations under the Code or the Act with respect to the health and wellbeing of the Student within the School.

36. Where appropriate, the School will follow the process set out in the Investigation Policy which is annexed to this Agreement as Schedule Two when exercising the power in clause 32 of this Agreement, but nothing in this Agreement shall limit the power of the School to take urgent action, including terminating this Agreement where it considers that it is necessary or appropriate.

General Matters

37. No party to this Agreement is liable to the other for failing to meet its obligations under this Agreement to the extent that the failure was caused by an act of God or other circumstances beyond its reasonable control.

38. This Agreement shall be construed and take effect according to the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the Parents:

(a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and

(b) Agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1996 within New Zealand and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

39. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be considered to have been received ten (10) days after posting.

40. Notices may also be given by sending an email to the email addresses specified on the first page of this Agreement and will be considered to have been received twelve (12) hours after it has been sent.

41. This Agreement contains the entire understanding between the parties. The terms of the Agreement may only be changed by the School in consultation with the Student, and Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.

42. The School shall at all times comply with the Health and Safety at Work Act 2015.

43. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.

44. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.

45. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.

46. The parties agree that any dispute in relation to this Agreement will be resolved in line with the Code and the School Policies.

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PARENTS' AND STUDENTS' DECLARATION AND AUTHORISATION

We declare that the information contained in this application is true and complete. We understand that any false or incomplete information submitted in support of this application may invalidate this application and may result in the withdrawal of an Offer of Place. We agree that we have received sufficient information to make an informed decision about enrolment at the School.

Key Terms: This Agreement includes provisions:

(i) that allow the School to discipline the Student, including by termination of this contract and their enrolment, or to remove them from the School on health and welfare grounds;
(ii) that control and limit the Student's rights of refund when Enrolment ends early;
(iii) that require the Parents to make full disclosure of all relevant information including if they intend to change their enrolment status from international student to domestic student;
(iv) that continue to apply to the Student after they turn 18; and
(v) that provide consent for the School to permit certain activities without further agreement from the Parents;

This is an important legal document, please read all clauses carefully.

By signing this Agreement, you confirm that all of the information in the Application Form is true and complete.

SIGNING

Parents

By signing below, the Parents (as applicable) confirm that they have read the Agreement and agree to be bound by it in all respects: (please also initial each page of the Agreement, including the schedules)

Name(s): _____

_____

Signature(s): _____

_____

Date: _____

School

By signing below, the authorised signatory of the School confirms that they are authorised to sign on behalf of the School, and confirms that the School will be bound by the Agreement in all respects:

Name: _____

Signature: _____

Date: _____

Student

By signing below, the Student confirms they have read and understood the Agreement and agrees to abide by the Code, School Policies and (to the extent applicable) the Agreement: (please also initial each page of the Agreement, including the schedules)

Name: _____

Signature: _____
Date: _____

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47. GENERAL RULES & EXPECTATIONS – INTERNATIONAL STUDENTS

By law international students are under the authority of the College from the time they arrive in NZ until they return home. Furthermore, when they are in school uniform or not, in the boarding house, at a homestay or on an organised College activity, the College rules and expectations apply. Their behaviour and appearance are therefore the College's concern throughout these times.
This is not intended to be a comprehensive statement of college rules.

Rather, the following are the College's expectations regarding conduct and uniform as well as some sanctions that we consider imperative students new to Rathkeale College are aware of.

47.1 GENERAL

- To aim for the highest standards in all aspects of College life.
- To co-operate with the staff and to accept the College's authority and rules of conduct.
- To consider and respect the feelings and property of other people in the College.
- To care for the grounds, buildings, furniture, equipment, books and other items provided by the College.
- To wear the Rathkeale College uniform correctly and with pride.
- To uphold the reputation of Rathkeale College both at School and in the wider community.

47.2 ATTENDANCE AND PUNCTUALITY

- To attend College regularly, on time, ready to learn and to take part in all compulsory activities.
- Absence for reasons other than sickness/emergency situations should be requested in advance by contacting the principal via email or the Principal's secretary.
- Appointments for dentist, physio, driving lessons etc should not normally be made during the school day. When this is necessary students must check out at the school office on leaving and check in on return.
- To remain on College site throughout the day unless permission to leave is granted and correct signing out procedures are followed.

47.3 ALCOHOL, SMOKING & ILLEGAL SUBSTANCES

- No student is allowed to smoke or possess cigarettes, matches or vapes anywhere while in College uniform, involved as a participant or otherwise in a College related activity, in boarding or at a homestay.
- No student is allowed to drink or possess alcohol at College or while involved in a College related activity or in any way bring disrepute to themselves or the College by doing so in the community.
- No student is allowed to possess, use or sell illegal substances, drugs or solvents at College, or in any way bring disrepute to themselves or the College by doing so in the community.

47.4 BELONGINGS AND PROPERTY

- No student is allowed to take or borrow without permission anything that does not belong to them.
- All boys are expected to take care of school property and must report any damage at once to the Housemaster, teacher in charge or the Deputy Principals.
- Any intentional damage done to College property or to the belongings of others will be punished and the cost of reparation placed on disbursements.
- It is an individual's responsibility to ensure the security and safety of his belongings.
- Lockers are to be secured with padlocks.
- The property of others and of the school must be respected.
- Do not interfere with the property of staff members or enter staff areas unless invited to do so.
- The College will not be responsible for any equipment extra to a boy's basic needs at Rathkeale, such as electronic gear. In special circumstances, all such equipment should be stored with Housemasters or Senior Staff.

47.5 GROOMING

- A high standard of appearance is expected at all times. The chewing of gum, hands in pockets and dirty or untidy dress are all unacceptable.
- Un-natural looking or obviously dyed hair is unacceptable. Extreme cuts (i.e. less than number 3 or severely undercut) are also unacceptable. Use of hair gel is not permitted. Shaving must occur as required, sideburns should be moderate in length (no lower than the middle of the ear) and no beards or moustaches are permitted.
- Tattoos should not be visible at any time and are not encouraged.

47.6 BOUNDS

- Students must not break bounds at any time.

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- The school is bounded by the fence line from the Cricket Centre running behind the Caretakers' shed, the School House swimming pool to the main gate; the fence line west of the school farm; and the Ruamahunga River from the farm to the sewage ponds.
- Adjoining farm properties are out of bounds, as is the bush beyond School House.
- Boys may run along Willow Park Drive without permission but must keep to the pathway.

47.7 COMPUTERS, CELL PHONES

- Strict guidelines apply to the use of electronic equipment.
- Cell phones are not to be used or in evidence during the school day in classes, assemblies, chapel etc.
- Offensive texting and inappropriate use of cell phones will be viewed seriously.
- Computers must be used appropriately at all times.
- Respect and do not interfere with staff computers.
- Access computers using your own password only.
- Computers and phones must be handed in at night as per the Boarding House rules.

47.8 ACTIVITIES

- All students are expected to achieve to their full potential by working hard in class.
- Students are required to punctually attend and be properly equipped for all classes.
- Students must adopt proper behaviour in class respecting and supporting the teacher's right to teach and student's right to learn.
- Students are required to complete set prep by the due date.
- All boys are required to participate in a planned programme of summer and winter sports activity.
- Students are required to attend whole school traditional sporting events i.e. Athletics, Swimming, Cross-Country.
- Participation in Haka, House Music and School Singing is compulsory.
- Irresponsible behaviour in the pool will not be tolerated (e.g. pushing in, running, etc.).
- No boy may swim alone in the pool.
- Swimming in the Ruamahunga River is permitted, provided there are at least three boys present. No diving into the river should occur.

47.9 CONDUCT

- Students must not be a disruptive influence without regard for the welfare of other members of the College community.
- Students must not participate in, or initiate Bullying behaviour where a person or group is intimidated, humiliated, frightened, excluded, hurt, discomforted by a sustained pattern of behaviour directed at them.
- Students must not be violent against or harm others physically, emotionally or verbally.
- Students must not prevent others from learning.
- Students must follow all rules or procedures concerning behaviour or safety in current practice in the College.
- Students must not use abusive and/or inappropriate language.

47.10 MANNERS

- A high standard of courtesy should be maintained at all times.
- An important focus is the Dining Hall where behaviour at tables, courtesy to staff, queuing for food, and clearing tables all afford an excellent opportunity to promote good manners.
- In town, a high standard of dress and behaviour is expected from students at all times.
- If visitors to the school ask directions, students should be prepared to take them to their destination.
- When an outsider or visiting speaker gives his/her time to help, students should make sure that one of the group writes and/or makes a speech of thanks.
- Students are expected to be courteous, helpful and try to be part of family life when in homestays.

47.11 VEHICLES

- International students may not own or drive a car while attending the School.

47.11 HOMESTAYS

- Always follow the directions of your host, with regards to bed and meal times. Respect the house rules.
- Do not help yourself to food without asking
- Attend all meals.
- Keep your area tidy and remove their rubbish every day. This refers to your bed room and kitchen (dishes) if preparing your own food. Do not eat in your room.
- Offer to help with chores.
- No cellphones or other devices at meals.
- They are to give you their mobile phone numbers and contact you if they will be late home etc.
- Use English when around your hosts.

47.12 BOARDING HOUSE

- Outside of school hours boarders will be expected to follow all boarding house rules.
- Medication must be left with the matron.
- Leave must be logged and have housemaster approval.

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- Routines in the boarding house must be followed.
- Detailed explanations can be found in the boarding house handbook which is available on the Rathkeale College web page under boarding.
- All meals must be attended.

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Investigation Policy

(Schedule Two)

1. The following is the School's current policy for dealing with Disciplinary Actions and Welfare Issues. This is not intended to restrict the School's general powers relating to discipline and this policy may be changed from time to time at the discretion of the School.

Overview

2. Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not warrant any formal response other than a warning, the School will endeavour, where appropriate, to follow a two-stage investigation process (the Investigation Process).

3. In Stage One, the School will investigate and determine the facts of the situation being considered (**the Situation**), and will reach a conclusion on what happened and whether there is a Welfare Issue or an incident that requires Disciplinary Action or the termination of the Agreement.

4. During Stage One of the Investigation Process, the Student will have an opportunity to provide a response to any subject matter being investigated or to any allegation made concerning the Situation.

5. In Stage Two, if the School has determined some response is required, the School will consider the appropriate outcome for the Situation, up to and including termination of the Agreement.

6. During Stage Two of the Investigation Process, the Student will have an opportunity to provide a response to the Situation and any proposed outcome that the School is considering taking (**the Proposed Action**).

7. This policy does not limit the School's power to take appropriate action urgently and without following the Investigation Process if this is necessary having regard to the seriousness of the Situation. Such a determination may be made at any point during the Investigation Process.

8. This policy also does not limit the School's power to require the student not to attend School for the duration of the Investigation Process where this is considered necessary for the safety or education of any person.

General Policy

9. When the School is conducting an investigation involving the Student it will endeavour to provide the Student with the following:

   (a) a written summary of the Situation (as it understands it) or the Proposed Action;

   (b) an opportunity to respond to the Situation or the Proposed Action, either in person or in writing or both, at the choice of the Student;

   (c) an opportunity to consider the Situation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Situation or the Proposed Action) before giving a response;

   (d) an opportunity to contact his or her Parent before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Situation or Proposed Action;

   (e) an opportunity to have an independent support person of his or her choice present at any meeting relating to the Investigation Process;

   (f) an opportunity to meet with that support person in private at any stage during the Investigation Process;

   (g) an opportunity to have a translator present (or otherwise facilitate the student participating in the Investigation Process in his or her own language) during any meeting or process if the School or the Student considers that a language barrier means that a translator is required; and

   (h) a copy of this policy setting out the rights which the Student has when engaging in the Investigation Process.

Stage One: Incident Investigation

10. When the School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise warrant a Disciplinary Action or which may constitute a Welfare Issue, the School will notify the Student of the Situation and will provide the Student with an opportunity to give a response.

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11. Where appropriate, having regard to the seriousness of the Situation, the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the Situation.

12. When the School makes a decision about the Situation it will advise the Student and Parent, in writing if possible, about its conclusion as to what happened and whether it considers that it requires some kind of formal response – whether Disciplinary Action, Termination or other intervention.

Stage Two: Outcome Discussion

13. If the School determines that a formal response is required, it will advise the Student and Parent of the possible actions that it will consider taking in response to the Situation and will provide the Student and Parents with an opportunity to give a response.

14. Where appropriate, having regard to the seriousness of the Situation, the Student and parent will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the action to be taken.

15. When the School makes a decision about the action that it will take in response to the Situation it will advise the Student and Parents of its decision, in writing if possible. The action will not take effect, and no actions will be taken to put it into place, until the Student and Parents have been advised of the decision.

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Refund Policy

(Schedule Three)

Requests for a refund of international student fees

1. The School will consider all requests for a refund of international student fees. Requests should be made in writing to the School as soon as possible after the circumstances leading to a request. All refunds will be settled under the terms of this policy unless otherwise agreed by the School.

2. A request for a refund should provide the following information to the School:

    a. The name of the Student;
    b. The circumstances of the request;
    c. The amount of refund requested;
    d. The name of the person requesting the refund;
    e. The name of the person who paid the fees;
    f. The bank account details to receive any eligible refund including bank address and swift code where relevant; and
    g. Any relevant supporting documentation such as receipts or invoice.

Non-Refundable Fees

3. The School is unable to refund some fees. The following fees relate to expenses that the School may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:

    a. **Administration Fee**: Administration fees meet the cost of processing an international student application. Administration fees exist whether an application is accepted or not or whether a Student remains enrolled after an application is accepted.
    b. **Insurance:** Once insurance is purchased, the School is unable to refund insurance premiums paid on behalf of a student. Students and Parents may apply directly to an insurance company for a refund of premiums paid.
    c. **Homestay Placement Fee:** Homestay placement fees meet the cost of processing a request for Homestay accommodation by the student. Costs incurred for arranging Homestay accommodation for the Student prior to the refund request cannot be refunded.
    d. **Used Homestay Fees:** Homestay fees paid for time the Student has already spent in a Homestay cannot be refunded. Used Homestay fees may also include a notice period of two weeks.
    e. **Portion of Unused Tuition Fees:** The School may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the School and may vary.

Requests for a refund for failure to obtain a study visa

4. If the Student fails to obtain an appropriate visa, a refund of international student tuition fees will be provided less any non-refundable fee that has been paid. Evidence must be provided to the school of Immigration New Zealand declining to grant a visa.

Requests for a refund for enrolment of one term or less:

5. Where the Student is enrolled for one term or less and withdraws early, either before or after the start date of enrolment, other than where they have failed to obtain an appropriate visa and have provided evidence of this, there will be no refund of tuition fees or other relevant non-refundable fees.

6. Where the School terminates the enrolment of a Student enrolled for one term or less, there will be no refund of tuition fees, or other relevant non-refundable fees.

Requests for a refund for voluntary withdrawal from enrolment of more than one term:

7. If the Student voluntarily withdraws **21 days or more before the start date of enrolment**, a refund will be provided less any non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.

8. If the Student voluntarily withdraws **less than 21 days before the start date of enrolment**, other than where they have failed to obtain an appropriate visa and have provided evidence of this, a refund will be provided less a minimum of 10 weeks' tuition fees and any other relevant non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.

9. If a Student voluntarily withdraws after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. The notice period will begin the day after the School receives written notice of the Student's intention to withdraw from enrolment and the student may continue to attend school during the notice period. The notice period does not include weeks that fall

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during scheduled school holidays. In the event that less than 10 weeks' notice is given, refunds may be calculated based on the refund that would have been due if the termination had taken place 10 weeks after notice was given.

Requests for a refund where the School fails to provide a course, ceases as a signatory, or ceases to be a provider:

10. If the School fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the School will negotiate with the Student or their family to either:

    a. Refund the unused portion of international student tuition fees or other fees paid for services not delivered, or
    b. Transfer the amount of any eligible refund to another provider, or
    c. Make other arrangements agreed to by the Student or their family and the School.

11. For the avoidance of doubt, this clause does not apply where the format of the education provided by the School changes (for example delivery by remote learning), and the School continues to offer education for international students.

Other circumstances where a refund request may be considered:

Where a student's enrolment is ended by the School

12. In the event the Student's enrolment is ended by the School for a breach of the contract of enrolment or as a consequence of a Welfare Issue, then the School will consider a request for a refund less:

    a. Any non-refundable fees set out in this policy;
    b. A minimum of ten weeks tuition fees from the date of termination; and
    c. Any other reasonable costs that the School has incurred in ending the Student's enrolment

Where a Student changes to a domestic student during the period of enrolment

13. If a Student changes to a domestic student after enrolment has commenced, this contract will be treated as being terminated on the date that the School is advised of this change of status. The student will be treated as having voluntarily terminated the Agreement on this date and any refund will be calculated accordingly. The Student will be treated as having given no prior notice for the purposes of cl 9 of this policy, unless the Student has previously advised the School in writing of the Student's intention to apply to Immigration New Zealand for a visa that will result in a change of status. In the event that notice of an intended change in status is given, the period after this notice is given will be counted as part of the notice period for the purpose of cl 9.

Where a Student voluntarily requests to transfer to another signatory

14. If a Student requests to transfer to another signatory after the commencement of their enrolment, a minimum of 10 tuition weeks of prior notice is required. This notice period does not include weeks that fall during scheduled school holidays. The notice period will begin the day after the School receives written notice that the Student requests to transfer to another signatory. Where less than 10 weeks' notice is given, any refund may be calculated based on the refund that would have been due if the termination had taken place 10 weeks after notice was given.

Refund of other fees

Requests for a refund of Homestay fees

15. If for any reason, the Student withdraws after their stay in a School Homestay, any unused Homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
16. Where the Student moves from a School Homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this policy.

Requests for a refund of fees unused at the end of enrolment

17. Except by written request from a Student or their Parent, prepaid fees unused at the end of enrolment amounting to less than NZD$100 will be refunded to the Student in cash. Sums greater than NZD$ 100 will be refunded into a nominated bank account. These payments can only be made after all disbursements have been settled.

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Outstanding activity fees or other fees

18. Any activity or other fees incurred by the Student during enrolment and owed to the School at the time of withdrawal, will be deducted from any eligible refund.

Refunds to be made to the country of receipt

19. Unless otherwise agreed in writing, all eligible refunds of fees of NZD$1,000 or more received from outside of New Zealand will be refunded to the bank account (in the source country) from which the funds were originally transferred.

Rights of families after a decision regarding a refund has been made

20. A decision by the School relating to a request for a refund of fees will be provided to the student or Parent in writing and will set out the following information:

    a. Factors considered when making the refund decision;
    b. The total amount to be refunded; and
    c. Details of non-refundable fees.

21. In the event the Student or the Parent is dissatisfied with a refund decision made by the School or is dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the Study Complaints, Disputes Resolution Scheme.

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PART THREE:

PART THREE:

PLEASE COMPLETE THE INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT (HOSTEL) ONLY IF THE STUDENT WILL BE LIVING IN A SCHOOL HOSTEL WHILE ENROLED AT THE SCHOOL.

INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT (HOSTEL)

(When placing a student in a School Hostel)
Terms and Conditions:

16. For the purposes of this Agreement the following terms shall have the following meanings:

Accommodation means the residential accommodation provided to the Student pursuant to this Agreement.

Accommodation Requirements means the rules and requirements of the Accommodation as set out in Schedule One.

Agreement means this Accommodation Agreement between the Student, School, and Parents which governs the Student's Accommodation arrangements.

Application Form means the standard enrolment application form.

Code means the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 as updated from time to time and available online at www.legislation.govt.nz under Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

Contract of Enrolment means the agreement between the Student, the School and the Parent/s which governs the Student's Tuition.

Licensed Hostel has the meaning set out in the Code.

Parents means the Parents referred to in the Application Form.

Residential Caregiver has the meaning as set out in the Code. For the purposes of this Agreement, Residential Caregiver means a licensed hostel manager or other person responsible for the care of international students in the School Hostel.

Residential Caregiver Agreement means an agreement between the School and the School Hostel that governs the Students' Accommodation at the School Hostel.

School means the school referred to in the Contract of Enrolment.

School Hostel means a licensed hostel owned or administered by the School.

Student means the International Student residing at the Accommodation as referred to in the Application Form.

Tuition means the education of the Student at the School or, in appropriate circumstances, education provided to the Student by the School through online, remote or distance learning.

All other terms have the same meaning as in the Contract of Enrolment.

17. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to reside at an Accommodation approved by the School using the process set out in the Code.

18. The Parents and Student agree to adhere to the following terms and conditions of the Accommodation:

(a) The School agrees that all information regarding the School Hostel, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:

(i) To the Student, the Parents or School Hostel (as the case may be);

(ii) To any professional consultant or such person where it is in the interests of the Student to provide the information;

Initialled by: _____(parent) _____(student)

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(iii) According to any statutory or other legal duty.

(b) The Parents agree that if behaviours or conditions of the Student emerge after placement in the School Hostel such that the School Hostel is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement.

(c) The Parents or the Student have the right under the Privacy Act 2020 to obtain access to and request corrections of any personal information held by the School concerning them in relation to the Student's placement at the School Hostel.

(d) Under the Privacy Act 2020, any information collected may be provided to education authorities.

(e) These terms and conditions may be varied by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.

19. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the School Hostel and during the term of the Accommodation, the School may (in its sole discretion):

(a) Charge the Parent such fees as required to adequately compensate for additional requirements due to providing misleading information or the lack of disclosure; or

(b) Terminate this Agreement.

20. The initial appointment and ongoing engagement of the School Hostel is subject at all times to:

(a) the licensed hostel manager and the School entering into a Residential Caregiver Agreement; and

(b) the School's usual requirements and policies in relation to the Accommodation.

21. The School will ensure that to the best of its ability:

(a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;

(b) The School Hostel's appointment has not involved any form of gift (financial or otherwise) to or from a third party;

(c) The appointment of the School Hostel does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the School;

(d) The School Hostel will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and

(e) The Student only engages in lawful, responsible and positive recreational activities outside of School.

22. Unless otherwise agreed in writing by the parties, the Parents agree for the Student to travel and stay overnight within New Zealand in the care of their Residential Caregiver for not more than seven days where the travel does not involve the Student participating in any activities that the School considers high risk, or result in the Student missing any scheduled school days.

23. The School will seek specific written consent from the Parents for leisure travel or overnight stays of more than seven days or results in the Student missing any scheduled school days.

24. The Student will seek specific written consent from the School before the Student, being a Student of any age, participates in any activities the School considers high risk. The School will only give such consent where approved by the Parents.

25. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular check-ins with both the Student and the School Hostel.

Expectations

26. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.

27. In the event that the Student is removed from the School Hostel for any reason, the School will take all reasonable steps to source, over a reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.

Initialled by: _____(parent) _____(student)

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28. The Student will treat the Accommodation with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the School Hostel by the Student.

Fees

29. The Parents must pay all accommodation fees to the School in accordance with the School's fee schedule as defined in the applicable Contract of Enrolment.

Termination

30. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.

31. If the Student's contract of enrolment is terminated the parties agree that this shall constitute a breach of the Accommodation Requirements and this Agreement may be terminated as a consequence.

32. Where this Agreement is terminated, fees may be refunded in accordance with School Policies.

General

33. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents irrevocably:

    (a) submit to the non-exclusive jurisdiction of the Courts of New Zealand; and

    (b) agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1996 within New Zealand and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

34. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be deemed to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be deemed to have been received when acknowledged by the party or by return email.

35. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.

36. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.

Disputes

37. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.

Signing

38. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission.

Schedule One
(Accommodation Requirements – School Hostel)

While living in a School Hostel, the Student agrees:

39. To comply with all laws of New Zealand.

40. Not to engage in any social or leisure activities that may place them, other persons, in undue danger or risk of harm. This includes the Student putting themselves in a position which may give rise to suspicions or allegations of such activities.

41. To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments.

42. To comply with all School Hostel rules, expectations, and curfews set by the School and School Hostel, including without limitation, any policies of the School which apply.

Initialled by: _____(parent) _____(student)

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43. To not use or do anything which may cause damage to the School Hostel, including without limitation, applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.

44. To keep the School Hostel manager or other person responsible for the Student in the School Hostel informed of their whereabouts at all times.

45. To stay at the School Hostel address daily and not to stay overnight at any other residence or location or travel overnight outside of the town or city (as defined by the School) where the student is living without prior written consent of the School. This clause shall not prevent the Student travelling between the School Hostel and the School.

46. To respect the privacy, values and property of the School Hostel.

Signing
Parents
By signing below, the Parents confirm that they have read the Agreement and agree to be bound by it in all respects:

Name(s): _____

_____

Signature(s): _____

_____

Date: _____

School
By signing below, the authorised signatory of the School confirms that they are authorised to sign on behalf of the School, and confirms that the School will be bound by the Agreement in all respects:

Name: _____

Signature: _____

Date: _____

Student
By signing below, the Student confirms they have read and understood the Agreement and agrees to abide by the Code, the School Policies and (to the extent applicable) the Agreement:

Name: _____

Signature: _____

Date: _____

Initialled by: _____(parent) _____(student)

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PLEASE COMPLETE THE INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT ONLY IF THE STUDENT WILL BE LIVING IN A HOMESTAY WHILE ENROLLED AT THE SCHOOL.

INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT

(When placing a student in a School Approved Homestay Holidays and Exeat weekends)

Terms and Conditions:

47. For the purposes of this Agreement the following terms shall have the following meanings:

Accommodation means the residential accommodation provided to the Student under to this Agreement.

Accommodation Requirements means the rules and requirements of the Accommodation as set out in Schedule Four.

Agreement means this Accommodation Agreement between the Student, School, and Parents which governs the Student's Accommodation arrangements.

Application Form means the standard enrolment application form.

Code means The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 as updated from time to time and available online at www.legislation.govt.nz under Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

Contract of Enrolment means the agreement between the Student, the School and the Parents which governs the Student's Tuition.

Homestay has the meaning as set out in the Code.

Homestay Carer means a Residential Caregiver responsible for the Student living in the Homestay.

Parents means the Parents referred to in the Application Form.

Residential Caregiver has the meaning as set out in the Code.

Homestay Carer Agreement means an agreement between the School and the Homestay Carer.

School means the school referred to in the Contract of Enrolment.

Student means the International Student residing at the Accommodation as referred to in the Application Form.

Tuition means the education of the Student at the School or, in appropriate circumstances, education provided to the Student by the School through online, remote or distance learning.

All other terms have the same meaning as in the Contract of Enrolment.

1. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to live at an Accommodation approved by the School in line with the requirements of the Code.

2. The Parents and Student agree to the following terms and conditions of the Accommodation:

   (a) The School agrees that all information regarding the Residential Caregiver, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:

   (i) To the Student, the Parents or Residential Caregiver (as the case may be);

   (ii) To any professional consultant or such person where it is in the interests of the Student to provide the information;

   (iii) According to any statutory or other legal duty.

   (b) The Parents agree that if behaviours or conditions of the Student emerge after placement with a Residential Caregiver such that the Residential Caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement.

   (c) The Parents or the Student have the right under the Privacy Act 2020 to see and request corrections of any personal information held by the School concerning them in relation to the Student's placement with a Residential Caregiver.

   (d) Under the Privacy Act 2020, any information collected may be provided to education authorities.

   (e) These terms and conditions may be changed by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.

3. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):

   (a) Charge the Parent such fees as required to pay for extra requirements due to providing misleading information or the lack of disclosure; or

   (b) Terminate this Agreement.

4. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:

   (a) the Residential Caregiver and the School entering into a Homestay Carer Agreement or a Designated Caregiver Agreement; and

   (b) the School's usual requirements and policies relating to the Accommodation.

5. The School will ensure that to the best of its ability:

   (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;

   (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;

Initialled by: _____(parent) _____(student)

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(c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the School;

(d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and

(e) The Student only engages in lawful, responsible and positive recreational activities outside of School.

6. Unless otherwise agreed in writing by the parties, the Parents agree for the Student to travel and stay overnight within New Zealand in the care of their Residential Caregiver for not more than seven days where the travel does not involve the Student participating in any activities that the School considers high risk, or result in the Student missing any scheduled school days.

7. The School will seek specific written consent from the Parents for travel or overnight stays of more than seven days or that results in the Student missing any scheduled school days.

8. The Student will seek specific written consent from the School before the Student, being a Student of any age, participates in any activities the School considers high risk. The School will only give such consent where approved by the Parents.

9. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include regular check-ins with both the Student and the Residential Caregiver.

10. Unless otherwise agreed in writing, the Student will be entitled to start their Homestay at the Accommodation 5 days before the Period of Enrolment (as that term is defined in the Contract of Enrolment) starts and 5 days following the end date of the Period of Enrolment (as that term is defined in the Contract of Enrolment). Should this Agreement be terminated before the expiry of the Period of Enrolment the Student will be required to move out of the Accommodation immediately. The School may, at its sole discretion, and without being required to do so, extend the time for the Student to move out of the Accommodation. Any such extension shall be given in writing and shall be without prejudice to the School's right to later insist that the Student immediately move out of the Accommodation.

Expectations

11. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.

12. In the event that the Student is removed from a Residential Caregiver for any reason, the School will take all reasonable steps to find, over a reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.

13. The Student will treat the Accommodation with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.

Fees

14. The Parents must pay all accommodation fees to the School according to the School's fee schedule as defined in the applicable Contract of Enrolment.

Termination

15. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.

16. If the Student's contract of enrolment is terminated the parties agree that this shall constitute a breach of the Accommodation Requirements and this Agreement may be terminated as a consequence.

17. Where this Agreement is terminated, fees may be refunded according to School Policies.

General

18. This Agreement shall be construed and take effect according to the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents:

(a) submit to the non-exclusive jurisdiction of the Courts of New Zealand; and

(b) agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1996 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

19. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be considered to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be considered to have been received when acknowledged by the party or by return email.

20. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.

21. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.

Disputes

22. The parties agree that any dispute in relation to this Agreement will be resolved according to the Code and the School Policies.

Initialled by: _____(parent) _____(student)

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Accommodation Requirements

(Schedule Four)

While living in the School Boarding House or an approved Homestay, the Student agrees:

1. To comply with all laws of New Zealand.

2. Not to engage in any social or leisure activities that may place them or other persons, in undue danger or risk of harm. This includes the Student putting themselves in a position which may give rise to suspicions or allegations of such activities.

3. To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments.

4. To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents, including any policies of the School which apply.

5. To not use or not do anything which may cause damage to the Accommodation, including applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.

6. To keep the Homestay parents informed of their whereabouts at all times.

7. To stay at the Homestay residence daily and not to stay overnight at any other residence or location or travel overnight outside of the town or city (as defined by the School) where the student is living without prior written consent of the School. This clause shall not prevent the Student travelling between the Homestay and the School.

8. To respect the privacy, values and property of the Homestay.

SIGNING

Parents
By signing below, the Parents confirm that they have read the Agreement and agree to be bound by it in all respects (initial each page):

Name(s): _____

_____

Signature(s): _____

_____

Date: _____

School
By signing below, the authorised signatory of the School confirms that they are authorised to sign on behalf of the School, and confirms that the School will be bound by the Agreement in all respects:

Name: _____

Signature: _____

Date: _____

Student
By signing below, the Student confirms they have read and understood the Agreement and agrees to abide by the Code, the School Policies and (to the extent applicable) the Agreement:

Name: _____

Signature: _____

Date: _____

Initialled by: _____(parent) _____(student)

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PART FOUR:

PLEASE COMPLETE THE DESIGNATED CAREGIVER AGREEMENT ONLY IF THE STUDENT WILL BE LIVING WITH A DESIGNATED CAREGIVER WHILE ENROLLED AT THE SCHOOL.

DESIGNATED CAREGIVER AGREEMENT

This is an agreement between the Parent/s, the Designated Caregiver/s and the School (the **Agreement**).

School name: _____ (the **School**)

Student's name: _____ (the **Student**)

Name of parent one: _____

Name of parent two: _____ (together the **Parents**, each a **Parent**)

Name of caregiver one: (relative or close family friend): _____

Name of caregiver two: (eg partner of relative or close family friend): _____ (together the **Designated Caregivers, each a Designated Caregiver**)

Address: _____

_____ (the **Residence**)

AGREEMENTS

1. The Student and the Parents are parties to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are considered to form part of this Agreement so far as they are relevant.

2. The Parents agree that the Designated Caregiver/s will provide residential care for the Student while enrolled as an international student at the School.

3. The School has provided, and the Designated Caregiver/s have read and understood, the sections of The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agree to act as Designated Caregiver/s to the Student according to these requirements.

4. For the avoidance of doubt, The Designated Caregiver/s agree that the accommodation provided is caring, safe, positive, is a healthy environment, and supports the Student to achieve their academic goals.

5. The School agrees that all information regarding the Designated Caregiver/s relating to the Agreement will be kept confidential, except disclosure to the Student or their parents, to any professional consultant or such person where it is in the interests of the Student to provide the information or according to any statutory or other legal duty.

6. Approval is required from the School before the Student is placed with the Designated Caregiver/s.

7. The school will approve a designated caregiver to provide accommodation to a student only after being satisfied that;
   a. the proposed caregiver is a bone fide designated caregiver,
   b. that providing the accommodation does not create a conflict of interest that may present risk to the student, and
   c. safety checking required by the Code has been completed

8. Failure by the Designated Caregiver/s to provide the residential care required by the School and the Code may result in the School's approval of the Designated Caregiver/s being withdrawn.

9. The Designated Caregiver/s agree to support the Student to abide by all rules and expectations set by the School.

10. In the event the School withdraws its approval of the Designated Caregiver/s, the Agreement is terminated, and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parents.

11. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the Designated Caregiver/s and this may include regular visits to the residence and meetings with both the Student and the Designated Caregiver/s.

12. The Designated Caregiver/s will provide the School with fourteen days (14) days prior notice of any change in circumstances that may affect the Agreement. This includes any change of Residence or any change to the number of adults living at the Residence. For the avoidance of doubt, an adult is a person 18 years of age or older.

Initialled by: _____(parent) _____(student)

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13. The Parent/s agree that the School is not responsible for the Student's day-to-day care while in the care of the Designated Caregiver/s.

14. The Student will treat the accommodation provided by the Designated Caregiver/s ("Accommodation") with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.

15. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School policies.

16. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed counterparts may be delivered by email or facsimile transmission.

SIGNING

By signing this agreement the Student, the Parent/s and the Designated Caregiver/s declare that the Designated Caregiver/s are eligible to be a Designated Caregiver under the Code (being someone who is personally known to the Student and/or Parent(s) as a relative or close friend and meets the other requirements of the Act and the Code).

PARENT/S:

By signing below, the Parent/s confirm that they have read the Agreement and agree to be bound by it in all respects: (please initial each page)

Name: _____ Signature: _____

Name: _____ Signature: _____

Date: _____

DESIGNATED CAREGIVERS:

By signing below, the Designated Caregivers confirm they have read the Agreement and agrees to be bound by it in all respects:

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

SCHOOL:

By signing below, the authorized signatory of the School confirms that they are authorized to sign on behalf of the School and confirms that the School will be bound by the Agreement in all respects:

Name: _____ Signature: _____ Date: _____

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