

# INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT PRIMARY AND INTERMEDIATE SCHOOL



## PART ONE: APPLICATION FORM

### **Notes:**

1. *It is important that all relevant information about the student is included in this application. This information is used to ensure that the student is supported properly upon arrival and while enrolled, and to match them with suitable Homestays, teachers, and courses. Where information is included relating to health issues or learning needs, disclosure of this information will not automatically disqualify the Student from Enrolment. However, failure to disclose information or providing misleading information may result in the withdrawal of an Offer of Place and termination of a Contract of Enrolment.*
1. *The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 requires that all students under 10 years of age must live with a parent or legal guardian in New Zealand while enrolled at a school. Where a student under the age of 10 years is found to be living in accommodation other than with a parent or legal guardian, they will not be permitted to attend school and this will result in the withdrawal of an Offer of Place and the summary termination of a Contract of Enrolment.*

<b>Student Details</b> (Name must be as it appears on your passport)	
Family name:	
First name:	Date of birth:
Preferred name:	Female Male _____
Email:	
Address: (In home country)	
First language:	Country of citizenship:
Passport number:	Expiry date:
Intended start date:	Intended end date:

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

**Parent One or Legal Guardian:** (Name must be as it appears on your passport)

**NOTE: It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section MUST be the contact information for the parents or legal guardian.**

Title:	Mrs	Miss	Ms	Mr	Dr	Occupation:
Family name:						Date of birth:
First name:						Relationship to student:
Street address						
Postal address						
Home phone:				Mobile:		Email:
First language:				Country of citizenship:		
Passport number:				Expiry date:		

**Parent Two or Legal Guardian:** (Name must be as it appears on your passport)

**NOTE: It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section MUST be the contact information for the parents or legal guardian.**

Title:	Mrs	Miss	Ms	Mr	Dr	Occupation:
Family name:						Date of birth:
First name:						Relationship to student:
Street address:						
Postal address:						
Home phone:				Mobile:		Email:
First language:				Country of citizenship:		
Passport number:				Expiry date:		

**Emergency Contact** (In home country, other than parents):

Contact's name:	
Relationship to the student:	
Mobile phone:	
Home phone:	

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

Email address:	
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Agent Information (If using an agent)	
Agency name:	
Agent name:	
Agent email address:	Phone:

Medical Information
Name of doctor (in home country):
Phone number of doctor:
Does the student have any history of previous physical or mental health illness or problems that may affect their enrolment?
Yes                  No If 'Yes', please provide details including doctor or hospital reports (attach more pages if required).
Has the student been vaccinated for diseases?                  Yes                  No
If 'Yes', please provide a copy of the vaccination certificate/s.
Please tick the appropriate box if you suffer from or have suffered from any of the following medical conditions:
<input type="checkbox"/> Asthma <input type="checkbox"/> Back/Neck problems <input type="checkbox"/> Glandular Fever <input type="checkbox"/> Allergy to bee/wasp stings <input type="checkbox"/> Migraines <input type="checkbox"/> HIV or AIDS <input type="checkbox"/> Diabetes <input type="checkbox"/> Hepatitis A, B or C <input type="checkbox"/> Depression/Anxiety <input type="checkbox"/> Heart Condition <input type="checkbox"/> Tuberculosis <input type="checkbox"/> ADD/ADHD <input type="checkbox"/> Allergies <input type="checkbox"/> Food Allergies <input type="checkbox"/> Eating Disorder <input type="checkbox"/> Epilepsy <input type="checkbox"/> Mobility issues <input type="checkbox"/> Behavioural Difficulties <input type="checkbox"/> Learning Difficulties <input type="checkbox"/> Mental Illness <input type="checkbox"/> Depression/Anxiety <input type="checkbox"/> Autism Spectrum Disorder <input type="checkbox"/> Asperger's Syndrome <input type="checkbox"/> Covid-19 <input type="checkbox"/> Other: (Please describe)
Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?
Yes                  No If 'Yes', please provide details (attach more pages if required).
Is the student currently on any medication?
Yes                  No If 'Yes', please provide details (attach more pages if required).

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

**Please note: If you suffer from conditions requiring medication, it is advisable to bring your own medication to New Zealand. You will be required to notify the school regarding any medications that you bring with you.**

Is there anything further regarding the health of the student that the school needs to be aware of in enrolling and supporting the student as an international student?

Yes          No

If 'Yes', please provide details (attach more pages if required).

Do you agree to the school providing over-the-counter medication \*such as acetaminophen, paracetamol or ibuprofen?

Yes          No

If 'No' please specify what medication you do not want the student to receive:

Learning Information	
Current school:	Grade/Year level:
If the student does not currently attend school, please give reason and date of last attendance:	
Please describe your learning goals for studying in a New Zealand school (attach more pages if required).	
How many years of schooling <b>not including pre-school education</b> has the student had?	
During this time, has the student not attended school for 1 month or longer?	Yes          No
If Yes, please give details (dates and reason):	
Please provide a copy of the latest two school reports for the student with this application.	
Does the student have any learning difficulties which may require extra school support or services?	
Yes          No	
If 'Yes', please provide details (attach more pages if required).	
Does the student have behavioural difficulties which may require extra school support or services?	
Yes          No	
If 'Yes', please provide details (attach more pages if required).	

General Details	
Has the student previously applied for entry to the school?	Yes          No
If yes, when?	
Has the student ever had a family member or relative enrolled at the school?	Yes No

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

Name:		Year attended:	
Has the student previously studied at any other NZ school?		Yes	No
If yes, please state the name of the school:			Dates:
How many years has the student studied English?	[     ] Months     [     ] Years		
Please indicate the students' level of English:	Complete beginner                      Able to hold simple conversations Able to understand enough to know what is going on in the classroom		
Do the student's parents speak or read English?	Speak	Yes	No
No			Read     Yes

<b>Accommodation Requirements:</b> <b>NOTE: The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 requires that all students under 10 years of age must live with a parent or legal guardian in New Zealand while enrolled at a school.</b>	
The student will live with: Parent or legal guardian	
Does the student have any food allergies or special dietary requirements?	
Yes	No
If 'Yes', please provide details (attach more pages if required).	

<b>Insurance Details</b>
The school does not arrange insurance. Are you able to provide and arrange your own insurance?
Yes              No
<b>NOTE: If you are purchasing your own insurance for the student, you must provide an English copy of the policy and certificate to the school before departure from your home country.</b>

Checklist of documents and information you must include with your application	
Photograph of the student	Passport size photograph
A copy of the student's last two school reports	
A hand-written letter from the student, if possible, introducing themselves, and explaining their reasons for wanting to study at the school	

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

	A copy of the student's passport including passport number and expiry date	
	A copy of the parents' passport including passport number and expiry date	
	A copy of the student's insurance policy details, if booking their own, with English translation (this may be submitted after enrolment is confirmed but must be prior to departure from the home country)	
	A copy of the student's vaccination certificate if possible	

## Terms and Conditions:

### Definitions

- 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 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 14.

**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.

**School Hostel** has the meaning as set out in the Code.

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

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

**Termination** means termination of the Agreement and includes termination by the School expelling or excluding the Student.

**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 32 or 34 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 begins 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 and 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 parents that the School is not responsible for the Student's day-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 in accordance with the Code.

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

9. During the Period of Enrolment the Student must keep the School reasonably informed of their whereabouts including without limitation if the Student intends to leave New Zealand during the Period of Enrolment.

### **Accommodation**

10. The Parents agree that where the Student is under the age of 10 years at any time during the Period of Enrolment, the Student will live with one or both Parents at all times while aged under 10 years. For the avoidance of doubt, students aged 10 years and over may live with a Residential Caregiver.
11. The Parents agree that no changes to accommodation arrangements will be made without the prior written agreement of the School.
12. The Parents 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.
13. For Students not living with the Parents, 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**

14. 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.
15. 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.
16. The Parents 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 understand that the School has an obligation to report any breaches of the visa requirements to the appropriate immigration authority.
17. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
18. The Parents agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. Where insurance is 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 Parents or may refuse to allow the student to attend classes until appropriate evidence of insurance is provided.
19. 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:
- i. agree that where the school arranges the insurance, the Parents have disclosed all medical conditions that may affect insurance cover, and
  - ii. accept all exclusions that apply to the insurance cover.
20. The Parents agree to cover any costs for the Student that are excluded by the Student's travel insurance policy and that not 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.
21. 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.

Initialled by: \_\_\_\_\_(parent) \_\_\_\_\_(student)



## Fees

22. The Fee must be paid to the School in advance of each Period of Enrolment or as otherwise directed by the School. The Parents agree to comply with School policies regarding the payment of the Fee.
23. 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 contained in Schedule Three, as updated by the School from time to time.

## Information, Warranties and Acknowledgements

24. 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.
25. 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 in writing in the Application Form;
  - b. The Student does not have any medical or other special needs that require extra support, except as disclosed in writing in the Application Form;
  - c. All information in the Application Form is true and correct to the best of their knowledge and belief.
26. The Parents 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 authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.
  - b. If the 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.
  - f. 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.
  - g. All personal information provided to the School is collected and will be held by the School.
  - h. 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.
  - i. Under the Privacy Act 2020, any information collected may be provided to education authorities.
  - j. Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

- k. 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.
- l. 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.

## **Consent**

- 27. The Parents, 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
- 32. Code and the Act, and the Parents shall work with the School to ensure such compliance. This includes, without limitation, compliance with the Code of Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.
- 33. 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.
- 34. Without limitation, 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;
  - 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;

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

- f. Any breach of clauses 17 or 18 of this Agreement or of the warranties contained in clause 25 of this Agreement;
  - g. Failure to make payments according to the Fee Schedule; and
  - h. Any other breach of this Agreement
35. 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.
36. 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.
37. 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

38. 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.
39. 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.
40. 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.
41. 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 12 hours after it has been sent.
42. This Agreement contains the entire understanding between the parties. The terms of the Agreement may be changed by the School in consultation with the 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.
43. The School shall at all times comply with the Health and Safety at Work Act 2015.
44. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
45. The parties acknowledge that before signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
46. 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.
47. The parties agree that any dispute in relation to this Agreement will be resolved in line with the Code and the School Policies.

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

## PARENTS' 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. (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. (ii) that control and limit the Student's rights of refund when Enrolment ends early;
- iii. (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; and
- (iv) 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:**

1. Confirm that all of the information in the Application Form is true and complete.
2. Confirm that where the Student is under 10 years of age, the Student will live with a Parent in New Zealand while enrolled at the School.

### 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: \_\_\_\_\_

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

# Code of Conduct

## (Schedule One)

### **Standards of conduct Mission Heights Primary expects parents, caregivers, and visitors to:**

- treat everyone with respect
- work together in partnership with staff for the benefit of students
- respect and adhere to our school values
- set a good example for students at all times
- follow school procedures to handle any complaints
- adhere to school policies and procedures (such as those listed below), and any legal requirements.

### Examples of unsuitable conduct include:

- threats, bullying, harassment
- profanity/offensive language
- insulting, abusing, or intimidating behaviour
- discrimination (e.g. based on ethnicity, religion)
- physical aggression
- deception/fraud
- damaging school property
- smoking or possessing or using alcohol/drugs/other harmful substances on school premises or at another venue where students and/or staff are assembled for school purposes (except possession or use of alcohol strictly in accordance with Mission Heights Primary policy)
  - placing unreasonable and excessive expectations on staff time or resources
  - pursuing a complaint or campaign, or making defamatory, offensive, or derogatory comments, regarding the school, its board, or any staff or students on social media or other public forums
- wearing gang insignia on the school grounds. (This is not allowed under the Prohibition of Gang Insignia legislation, and anyone wearing it will be asked to leave).

### **Dealing with breaches of the Code of Conduct**

How Mission Heights Primary deals with breaches of our Code of Conduct depends on the nature of the incident and its seriousness, and the process any witness or victim of the behaviour feels most comfortable with. Examples include:

- documenting each instance of behaviour, including the date, time, place, who was present, what was said (verbatim if possible), how any witness or victim felt and/or responded
  - holding a meeting with the relevant person, the principal, and/or board chair (or their delegate) or appropriate staff member to discuss the problem and possible resolution
- issuing a warning letter that outlines the problem and required resolution, and reminds them of the possible outcomes of repeated conduct
  - arranging a meeting, which may include restorative practices, as an alternative or in addition to the processes above.

### **Outcomes of breaching the Code of Conduct If a parent, caregiver, or visitor acts or speaks in a way that contravenes the Code of Conduct, possible outcomes may include:**

- The school, through the board, may ask a person to leave the school premises by revoking their permission to be on the school grounds, then asking them to leave under section 3 of the Trespass Act 1980.
- Unacceptable behaviour of a criminal nature may result in the police being informed. For example, under section 139C of the Education Act 1989, it is a criminal offence to assault, abuse, or intimidate a staff member within the presence or hearing of any student while on school premises or in any other place where students are assembled

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

for school purposes. Other instances of criminal offending may occur where drugs are involved, an assault has occurred, or a person persists after being trespassed off school grounds.

- In the case of behaviour amounting to harassment, a restraining order may be sought.
- In some instances, it may be appropriate to refer behaviour to a third party for resolution. For example, a Facebook comment that contravenes this policy may result in a report to Facebook. If unacceptable behaviour occurs at a sports event or sports venue, then it may be appropriate to involve the governing body of that sport, event, or venue.

### Further information

Supporting policies and procedures These policies and procedures are available on our SchoolDocs site.

- Employer Responsibility Policy o Complaints
- Health, Safety, and Welfare Policy o Alcohol/Drugs and Other Harmful Substances o Harassment o Smokefree Schools o Visitors
- Legislation and Administration Policy o Communication o Privacy Relevant legislation
- Education Act 1989, section 139C
- Trespass Act 1980, section 3

## 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:

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

- a. (a) a written summary of the Situation (as it understands it) or the Proposed Action;
- b. (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. (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. (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. (d) an opportunity to have an independent support person of his or her choice present at any meeting relating to the Investigation Process;
- f. (e) an opportunity to meet with that support person in private at any stage during the Investigation Process;
- g. (f) 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
  - i. (g) 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.
- 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.

## **Refund Policy**

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

## (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:
  - The name of the Student;
  - The circumstances of the request;
  - The amount of refund requested;
  - The name of the person requesting the refund;
  - The name of the person who paid the fees;
  - The New Zealand bank account details to receive any eligible refund and
  - 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.

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)



**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 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

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

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 NZ bank account.

#### **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 a nominated NZ bank account in the source country.

#### **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.

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)