

# INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT

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Takapuna Normal  
Intermediate School



## PART ONE:

**Note:** It is important that you include all relevant information about the student in your application. This information is used to ensure that the student is supported properly upon arrival 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 or termination of a Contract of Enrolment.

Student Details (Name must be as it appears on your passport)	
Family name:	
First name:	Date of birth:
Preferred name:	<input type="checkbox"/> Female <input type="checkbox"/> Male
Email:	
Address: (In home country)	
Address: New Zealand	
First language:	Country of citizenship:
Passport number:	Expiry date:
Intended start date:	Intended end date:
NZ / NHI Number:	Applying for year level: <input type="checkbox"/> 7 <input type="checkbox"/> 8

Parent One or Legal Guardian: (Name must be as it appears on your passport)	
<b>NOTE: It is a 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.</b>	
Title:      Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/>	
Family name:	Date of Birth:
First name:	
Street Address	
Postal Address	
Home Phone:	Mobile:      Email:
First language:	Country of citizenship:
Passport number:	Expiry date:

**I/We are applying for a Work Visa or Permanent Residency in 2022/2023**

Initialled by: \_\_\_\_\_ (parent) 1



<b>Parent Two or Legal Guardian:</b> (Name must be as it appears on your passport)			
<b>NOTE: It is a 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.</b>			
Title:      Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/>			
Family name:		Date of birth:	
First name:			
Street address:			
Postal address:			
Home phone:		Mobile:	Email:
First language:		Country of citizenship:	
Passport number:		Expiry date:	

**I/We are applying for a Work Visa or Permanent Residency in 2022/2023**

<b>Emergency Contact</b> (other than parents):	
Contact's name:	
Relationship to the student:	
Mobile phone:	
Home phone:	
Email address:	

<b>Agent Information (If using an agent)</b>	
Agency name:	
Agent name:	
Agent email address:	Phone:

<b>Medical Information</b>
Name of doctor:
Phone number of doctor:
Does the student have any history of previous illness that may affect their enrolment, including mental illness?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).
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"/> Epilepsy <input type="checkbox"/> Heart Condition <input type="checkbox"/> Tuberculosis <input type="checkbox"/> ADD or ADHD <input type="checkbox"/> Allergies <input type="checkbox"/> Food Allergies <input type="checkbox"/> Eating Disorder <input type="checkbox"/> Depression/Anxiety <input type="checkbox"/> Other: (Please describe)
Please tick which applies:
Fully immunized <input type="checkbox"/> Yes <input type="checkbox"/> No Permission to have Paracetamol <input type="checkbox"/> Yes <input type="checkbox"/> No Permission to have Antihistamine <input type="checkbox"/> Yes <input type="checkbox"/> No
Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).

Initialled by: \_\_\_\_\_ (parent) 2



Is the student currently on any medication?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).  <i>Please note: If you suffer from conditions requiring medication, it is advisable to bring your own medication to NZ. You will be required to notify the school regarding any medications that you bring with you.</i>
Is there anything further that the school needs to be aware of in enrolling and supporting the student as an international student?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).

<b>Learning Information</b>
How many years of schooling not including pre-school education has the student had?
Please provide a copy of the latest two school reports for the student with this application
Does the student have any learning or behavioural difficulties <u>which may require extra school support or services?</u>
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).

<b>Accommodation Requirements</b>
Accommodation choice: <input type="checkbox"/> Designated caregiver (relative or family friend) <input type="checkbox"/> Live with parent
<b>Please complete the Designated Caregiver Portion of this Document with signature of caregiver.</b>

<b>Designated Caregiver Details</b> (If staying with a relative or close family friend)	
Name of caregiver:	
Address (in NZ):	
Home phone:	Mobile:
Email:	
Relationship to student:	

<b>Insurance Details</b>	
As per Code 16D insurance is compulsory for international Students coming to New Zealand	
Insurance Company	
Policy number:	
Insurance cover start date:        /        /	Insurance cover expiry date:        /        /
❖ Please provide an English copy of the policy details with this application form.	

<b>Consent</b>
Student images may be shared on Social media and Yearbook <input type="checkbox"/> Yes <input type="checkbox"/> No

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

## PART TWO:

**THE TERMS AND CONDITIONS APPENDED 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 THE TERMS AND CONDITIONS ARE READ 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, the Parents, which governs the Student's accommodation arrangements.

**Act** means the Education Act 1989.

**Agreement** means this Agreement including any schedules.

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

**Code** means the Education (Pastoral Care of International Students) Code of Practice 2021.

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

**Disciplinary Action** includes termination of this Agreement and suspension, expulsion and exclusion of the Student as those terms are defined in 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 miscellaneous 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.

**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 a Confirmed Offer of Place and does not include any provisional offer.

**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 and includes termination by the School expelling or excluding the Student.

**Tuition** means the education of the Student at the School.

**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 pursuant to clause 24 or 26 of the Agreement.

#### Preliminary Provisions

2. The Agreement is declared to be an Enrolment Contract in terms of section 2 of the Act.
3. The School shall provide Tuition to the Student in accordance with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.

#### Term of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student commences 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/Legal Guardians and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. 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 in respect of 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 cease upon the Student's departure and resume upon the Student returning to New Zealand.
7. During the Period of Enrolment the Student must keep the School reasonably informed of his or her whereabouts including without limitation if the Student intends to leave New Zealand during the Period of Enrolment.

#### Accommodation

8. The Parents and Student agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of the School.
9. The Parents and the Student agree that this Agreement is subject to and conditional on the School being satisfied that

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



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.

10. The Parents irrevocably authorise the principal of the School to advise 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 substitution for the Parents.

#### **Immigration and Insurance**

11. The Parents and Student agree to comply with the immigration requirements as set out in the Immigration Act 2009, and any immigration 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 immigration requirements to the appropriate immigration authority.
12. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand. And the parents agree that the school can check the student's visa status by using a visa view.
13. 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 Student or Parents.

#### **Fees**

14. 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.
15. If Tuition is terminated by the School during a Period of Enrolment, in accordance with the Act and the Code, any refund of the Fee applicable to that Period of Enrolment will be assessed in accordance with refund policy contained in Schedule Three, as updated by the school from time to time..

#### **Information, Warranties and Acknowledgements**

16. The Parents agree to provide the School with educational, medical, financial or other information relating to the wellbeing of 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 level of Tuition or Accommodation required by the Student, the School may charge the Parents such fees as required to adequately compensate for such additional requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents and Legal Guardians are obliged to notify the School in respect of any changing conditions in relation to the Student.

17. 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 in writing in the Application Form;

- (b) The Student does not have any medical or other special needs that require additional support, except as disclosed in writing on the Application Form;
- (c) The Student has never been charged with or convicted of any crime, or 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.

18. The Parents and Student acknowledge that:

- (a) The School may obtain at any time from any person or entity 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 to the Students 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 deemed 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 1993 to obtain access to and request corrections of any personal information held by the School concerning them.
- (h) Under the Privacy Act 1993, 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 parties outside the School, at the discretion of the School.

- (j) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School unless otherwise agreed in writing by the parties.

### Consent

19. The Parents and the Student, who have signed this Agreement irrevocably 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 consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents.

20. 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 are considered to be adventure activities or extreme sports or are activities that are organised by the School and require the Student to stay away from their regular accommodation overnight.

21. Except in the circumstances described in clause 20, this agreement is deemed 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 consent is sought from domestic students in relation to the same activity.

22. Unless otherwise agreed in writing by the parties, this Agreement is deemed to be written consent for leisure travel or stays organised and supervised by the Student's Homestay or Residential Caregiver (where applicable) 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, Discipline and Termination

23. 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, without limitation, compliance with the Code of Student Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.

24. In the event of any breach of this agreement by the Student or the Parents, the School may take any disciplinary step it considers appropriate, including terminating this Agreement, and/or suspending, excluding or expelling the Student and (if applicable) notify Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.

25. Without limitation, the following actions shall be deemed 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 Code of Student 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 jeopardises the education of any other Student;

(f) Any breach of clauses 12 or 13 of this Agreement or of the warranties contained in clause 17 of this Agreement;

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

(h) Any other breach of this Agreement

26. Where appropriate, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers pursuant to clause 24 of this Agreement, but nothing in this Agreement shall limit the power of the School to summarily terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.

### General Matters

27. 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.

28. 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 1908 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.

29. 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 deemed to have been received ten (10) days after posting.

30. Notices may also be given by sending an email to the email addresses specified on the first page of this agreement and will be deemed to have been received 12 hours after it has been sent.

31. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the Agreement may 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.
32. The School shall at all times comply with the Health and Safety at Work Act 2015.
33. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
34. 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.
35. 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, facsimile transmission or through an internet service set up for that purpose.
36. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.



## PARENTS/LEGAL GUARDIANS 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.
- We are aware that TNIS will act according to the Code of Practice.

**Key Terms:** This Contract of Enrolment includes provisions:

- (i) that allow the School to discipline the Student, including by expulsion
- (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 and
- (iv) that provide consent for the School to permit certain activities without further consent 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/Legal Guardians

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: \_\_\_\_\_





# Code of Conduct

(Schedule One)

## Behaviour Management Plan

CONSISTENCY is key to this plan

We believe that there are rights and responsibilities involved in being part of Takapuna Normal Intermediate School where the right to feel safe, the right to learn and teach and the right to be treated with respect and dignity are most important.

### RATIONALE

The staff at Takapuna Normal Intermediate School aim to create a school environment that is positive and safe for both staff and learners, in which excellence in all areas is fostered.

These expectations enable learners to:

- Take responsibility for themselves in the classroom and the playground
- Learn to interact positively with others
- Have the optimum environment in which to achieve their potential

These expectations enable teachers to:

- Teach in a positive learning environment
- Have positive relationships with their students

These expectations enable parents to:

- Work in partnership with teachers regarding their children's behaviour
- Feel confident that they have made an excellent educational choice for their child

The philosophy behind these expectations is to provide the school community with expectations that are consistent and predictable for all. Learners are taught and reminded about taking responsibility for their conduct and to be accountable to their teachers, peers and parents.

For this to happen it is important that:

- School expectations are clear and meaningful. Further, they must be understood and supported by the whole school community (parents, teachers and learners)
- Rewards and praise are known to learners and are given regularly
- Consequences for not meeting school expectations are known to learners and are administered fairly when learners choose to disregard the school expectations
- The whole school community supports rewards and consequences

Information about the School Expectations is available....

- At the School Office on request
- In the enrolment pack
- From any staff member

## SCHOOL EXPECTATIONS

At Takapuna Normal Intermediate School a high standard of personal conduct is expected at all times.

The following qualities are valued – integrity, honesty, respect and loyalty for others, common sense, pride in self and pride in the school.

To achieve the above it is necessary to set the following expectations.

### 1. Personal Conduct

- We always speak positively about others
- We always respect each others' personal space
- We always use our devices safely, carefully and respectfully for learning
- We always include others during our classroom and break times
- We always treat everyone's personal property and the school property with respect
- We always dispose of our rubbish correctly
- We always use language that is acceptable to everyone in our community
- We always respond to requests from adults quickly and positively
- We always ask questions politely
- We always take ownership and responsibility for our actions
- We always look out for others and seek help when it is needed
- We always represent our school positively



## 2. Moving around the school

- We always move around the school safely
- We only use areas that are permitted
- We always have an adult's permission to leave a classroom

## 3. Bringing items from home to school

- We only bring items to school that are necessary and safe for students to use for their learning

## 4. School Uniform

- We always wear our uniform correctly and with pride
- We make sure that we bring our PE uniform to school for PE, Fitness and sports practices
- Our shoes are plain black leather or leather-look with black soles and do not have coloured logos or stitching.
- Our socks are navy blue or black and come up above our ankles
- We only wear the TNIS school jacket during the school day but can wear our own jacket to and from school
- We always wear our full school uniform to and from school each day
- Hair that is shoulder length is always tied up in a ponytail. Clips, hair ties and headbands are brown, blue or black.
- One pair of small plain earrings is the only jewellery we wear at school. Jewellery of religious or cultural significance will be allowed on a case-by-case basis
- School bucket hats or caps are worn every time we go outside in Term 1 and Term 4 so that we are sunsafe

## CONSEQUENCES

- Restorative meeting with learners involved
- Reminder from teacher and then the Team Leader
- Reminder by email to parents
- Parents and learner invited to meet to discuss issue at school
- Incorrect item held in Office for parents to collect
- Goal card to focus on changing expectations
- Helping with chores to tidy up the school environment during break times with a duty teacher
- Remaining under supervision during break times
- TNIS trip/ zone day representation opportunities or attendance at specific school events withdrawn

## Disciplinary Policy

(Schedule Two)

1. The following is the School's current disciplinary policy for dealing with breaches of the Agreement. This is not intended to restrict the School's general power of 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 disciplinary process.
3. In Stage One, the School will investigate and determine the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.
4. In Stage Two, if the School has determined that a breach has occurred, the School will consider the appropriate response to that breach, up to and including termination of the Agreement.
5. The Student and the Parents will have an opportunity to provide a response to the alleged breach that the School is investigating (**the Allegation**) and any proposed disciplinary action that the School is considering taking (**the Proposed Action**).
6. This policy does not limit the School's power to take appropriate disciplinary action urgently and without following this process if this is necessary having regard to the seriousness of the breach.



7. This policy also does not limit the School's power to suspend the student for the duration of the disciplinary process where suspension is considered necessary for the safety or education of any person.

### **General Policy**

8. When the School is conducting a disciplinary process involving the Student it will endeavour to provide the Student and the Parents with the following:
- (a) a written summary of the Allegation or the Proposed Action;
  - (b) an opportunity to respond to the Allegation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
  - (c) an opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Allegation or the Proposed Action) before giving a response;
  - (d) an opportunity to hear from the Parent before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Allegation or Proposed Action;
  - (d) an opportunity to have an independent support person of the Parents choice present at any meeting relating to the disciplinary process;
  - (e) an opportunity to meet with that support person in private at any stage during the disciplinary process;
  - (f) an opportunity to have a translator present (or otherwise facilitate the student participating in the process in his or her own language) during any meeting or process if the School or the Parents considers that a language barrier means that a translator is required; and
  - (g) a copy of this policy setting out the rights which the Student and the Parents have when engaging in the disciplinary process.

### **Disciplinary Procedure**

#### **Stage One: Incident Investigation**

9. 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 response, the School will notify the Student and the Parents of the Allegation and will provide them with an opportunity to give a response.
10. Where appropriate, having regard to the seriousness of the Allegation, the Parents and the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Parents. The School will receive this response and give it genuine consideration before making a decision about the Allegation.
11. When the School makes a decision about the Allegation it will advise the Student and Parent, in writing if possible, about its conclusion as to what happened and whether it amounts to a breach of the Agreement.

#### **Stage Two: Outcome Discussion**

12. If the School determines that a breach of the Agreement has occurred, it will advise the Student and Parent of the possible disciplinary actions that it will consider taking in response to the breach and will provide the Student and Parents with an opportunity to give a response.
13. Where appropriate, having regard to the seriousness of the breach, the Student and Parent will have the opportunity to respond either in person or in writing or both, at the choice of the Parents. The School will receive this response and give it genuine consideration before making a decision about the disciplinary action to be taken.
14. When the School makes a decision about the disciplinary action that it will take in response to the breach it will advise the Student and Parents of its decision, in writing if possible. The disciplinary 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

(Schedule Three)

## Requests for a refund of international student fees:

The school will consider requests for a refund of international student fees provided the request is made in writing to the school.

Refunds must be applied for in writing to the Board of Trustees and must set out the circumstances leading to the refund, name the person requesting the refund, name the person who paid the fees, provide a bank account to receive any eligible refund and provide any relevant supporting documentation. Refunds will be dated from the date that the school is informed in writing.

The school will consider a refund of fees if;

- there are special circumstances, for example, the student has a serious illness or accident, or the parents need to return home with the child because of the death or serious illness of a close family member.
- the student gains the status of a domestic student (time-bound).
- the student fails to obtain a student visa.
- the student voluntarily withdraws.

In these cases the parent will need to provide evidence of the circumstances, and the school will retain from the balance of tuition fees - the following amounts listed in Section A:

### Section A

1. a withdrawal charge of \$ 575.00 (gst inclusive)
2. portion of fees for which tuition has been given
3. any sums owing in regard to loss of textbooks, stationery, class trips, activities, and expenses including and not limited to costs such as marketing and recruitment
4. any payments made to agents in the form of commission
5. any costs incurred in relation to the programme and/or ESOL support for the student
6. administration and homestay placement fees are non-refundable after the student has completed enrollment

### Special circumstances:

If there are special circumstances, for example, the child has a serious illness or accident, or the parent needs to return home with the child because of the death or serious illness of a close family member then official documents from the Doctor will need to be sighted to support this. In this case a refund of tuition fees will be provided less costs outlined in Section A and Immigration New Zealand will be notified of change of conditions.

- **If the learner fails to arrive NZ due to a Covid-19 infection before the departure, the school will consider the refund except non-refundable fees. But if the learner needs isolation due to a Covid-19 after starting the course, the school will provide an online learning programme, the isolation can not be a reason for refund request.**

### Requests for a refund for failure to obtain a study visa:

If an international student fails to obtain an appropriate study visa before school starts, a refund of international student tuition fees will be considered less costs outlined in Section A.

If school has started and the student has to withdraw sooner than their full enrolment period due to lack of student visa then a minimum of ten weeks notice of withdrawal must be received by the school in writing. Where notice of less than 10 weeks is given, then a full term's fees will be retained in addition to any other costs listed in Section A.

### Requests for a refund following a change in status to a domestic student (timebound):

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Parents/Guardians are required to advise the school upon enrolment or anytime thereafter if they are applying for Permanent Residency or any other Visa that will result in a change of Visa Status for the student.

If a student has started the course and then withdraws as an international they may request a refund. Reasonable written notice of the change is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

#### **Requests for a refund for voluntary withdrawal:**

If an international student has enrolled and their enrolment is voluntarily withdrawn **prior to** the start date of their enrolments, a refund will be considered less costs incurred by the school in Section A.

This includes students who are not granted a student visa before their course begins.

If an international student voluntarily withdraws **after** the start date of their enrolment and up to the end of the **tenth working day** after the first day of school, a refund will be considered less costs incurred as listed in Section A above.

If a student has started the course then withdraws a reasonable written notice of withdrawal is required by the school. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

The school may, in its sole discretion, request further information or evidence in support of a refund request. Immigration New Zealand will be advised of the change in Student Visa conditions.

#### **Requests for a refund for failure to provide a course, cessation as a signatory or cessation to be a provider:**

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:

- Refund the unused portion of international student tuition fees or other fees paid for services not delivered or
- Transfer the amount of any eligible refund to another provider

#### **Where the Student's enrolment is ended by the School:**

In the event the Student's enrolment is ended by the School for a breach of the Contract of Enrolment, the School will consider a request for a refund less:

- any non-refundable costs listed in Section A
- ten weeks tuition fee
- any other reasonable costs that the school has incurred in ending the students enrolment

#### **Where the Student voluntarily requests to transfer to another signatory:**

If the Student requests to transfer to another signatory after the start date of their enrolment, reasonable written notice of the transfer is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

#### **REFUND OF OTHER FEES:**

##### **Requests for a refund of homestay fees:**

If for any reason, an international student withdraws **after** the start date of their enrolment, any unused homestay fees will be refunded, less the school's two week notice-period to homestay parents.

##### **Refunds to be made to the country of receipt:**

Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1000.00 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.

##### **Outstanding activity fees or other fees**



Any activity or other fees incurred by a student during enrolment and unpaid at the time of withdrawal, will be deducted from any eligible refund.

### **Rights of families after a decision regarding a refund has been made by the School**

A decision by the School relating to a request for a refund of international student fees will be provided to the Student or Parents in writing and will set out the following information: factors considered when making the refund decision, the total amount to be refunded, details of non-refundable fees.

## **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** **(Required when placing a student with a Designated Caregiver)**

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

School Name: \_\_\_\_\_ (the **School**)  
Student's Name: \_\_\_\_\_ (the **Student**)  
Mother's Name: \_\_\_\_\_  
Father's Name: \_\_\_\_\_ (together the **Parents**, each a **Parent**)  
Name of relative  
or close family friend: \_\_\_\_\_ (the **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 deemed to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver 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 has read and understood, the sections of the Education (Pastoral Care of International Students) Code of Practice 2016 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
4. The School agrees that all information regarding the Designated Caregiver relating to the Agreement will be kept confidential, except disclosure to the Student or their parents or their legal guardians, to any professional consultant or such person where it is in the interests of the Student to provide the information or pursuant to any statutory or other legal duty.
5. Approval is required from the School prior to the Student's placement with the Designated Caregiver.
6. The Designated Caregiver agrees that approval will be provided only after appropriate safety and other checks have been completed by the School in accordance with the Code and school policies.
7. Failure by the Designated Caregiver to provide the residential care required by the School and the Code may result in the school's approval of the Designated Caregiver being withdrawn.
8. In the event the school withdraws its approval of the Designated Caregiver, 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.
9. 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 and this may include, without limitation, regular visits to the Designated Caregiver and meetings with both the Student and the Designated Caregiver.
10. The Designated Caregiver 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

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adults over eighteen (18) years of age living at the Residence.

- 11. The Parent/s agree that the School is not responsible for the Student's care while in the care of the Designated Caregiver.
- 12. The Student will treat the accommodation provided by the Designated Caregiver ("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.

- 13. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.
- 14. 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.

## SIGNING

By signing this agreement the Student, the Parent/s and the Designated Caregiver declare that the Designated Caregiver is 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 CAREGIVER:

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

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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