



# Marina View School

**International Fee Paying Students**

**Application Materials For  
Attendance  
At Marina View School**

**97-99 Marina View Drive, West Harbour, Auckland 0618**  
**Phone (09) 417 0007**  
**[www.marinaview.school.nz](http://www.marinaview.school.nz)**

# International Students Enrolment Checklist

Name of child: \_\_\_\_\_

1. International Students Application Form
  - **Complete PART 1 and 2 only if the student will be living with a parent**
  - **Complete PART 1, 2, 3 and 4 if the student will be living in a homestay**

\*Parents must sign an enrolment form
2. Refund Conditions and Procedures
3. Passport : Students and Parents or Designated Caregiver or Residential Caregivers
4. Family Register
5. Medical and Travel Insurance Documentation :In the case of overseas policy providers, students must provide the school with the policy details in English, before the student attends classes.
6. Payment \$13,000 + GST (Excluding Administration Fee \$1,000 + GST) a year  
(Total \$16,100 for one year)
7. Marina View School's Cybersafety Student Use Agreement form
8. Proof of Address (e.g. power bill, phone bill, etc)
9. School Report from his/ her previous school
10. Contacting parents who are overseas prior to enrolment if the students are enrolled by others(email address)
11. If the student who are over 10 years of age,and he/she will be living with a designated caregiver (relative or family friend) while enrolled at the school.
  - *Designated Caregiver Agreement must be signed between the Parent/s, the Designated Caregiver and the School*
  - *Accommodation Agreement must be signed between the parent/s and the school*
12. If the student who are over 10 years of age,and he/she will be living with a residential caregiver (Homestay) while enrolled at the school.
  - *Residential Caregiver Agreement must be signed between the Host Family and the School*
  - *Accommodation Agents will conduct Police Vet and Home Visit*

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

## MARINA VIEW SCHOOL APPLICATION TO ENROL AS AN INTERNATIONAL STUDENT & TUITION AGREEMENT – Years 1-8

### PART ONE:

#### **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 or termination of a Contract of Enrolment.
2. 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 unless they are accommodated in a school hostel. Where a student under the age of 10 years is found to be living in accommodation other than with a parent or legal guardian, or in a school hostel, they will not be permitted to attend school and this will result in the withdrawal of an Offer of Place or the summary 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)                                    |   |
| First language:   | Country of citizenship:                                       |
| Passport number:  | Expiry date:  |
| Intended start date:  | Intended end date:  |

| Parent One or Legal Guardian: (Name must be as it appears on your passport)   |                         |
|---|-------------------------|
| <b>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.</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:   |                         |
| Address: (In New Zealand)   |                         |
| Home Phone(IN NZ)::   | Mobile (IN NZ):         |
| 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 <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/> |  | 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:                  |  |
| Email address:               |  |

**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?   |
| <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If 'Yes', please provide details including doctor or hospital reports (attach more pages if required).   |
| Has the student been fully vaccinated for Covid-19? <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| If 'Yes', please provide: Name of the vaccine: _____ Number of doses: _____<br>Please attached evidence of vaccination to this application.  |
| Has the student been vaccinated for diseases other than Covid-19?  |
| <input type="checkbox"/> Yes <input type="checkbox"/> No<br>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<br><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<br><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<br><input type="checkbox"/> Mobility issues <input type="checkbox"/> Behavioural Difficulties <input type="checkbox"/> Learning Difficulties <input type="checkbox"/> Mental Illness<br><input type="checkbox"/> Depression/Anxiety <input type="checkbox"/> Autism Spectrum Disorder <input type="checkbox"/> Asperger's Syndrome <input type="checkbox"/> Covid-19<br><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?  |
| <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If 'Yes', please provide details (attach more pages if required).  |
| Is the student currently on any medication?  |
| <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If 'Yes', please provide details (attach more pages if required).  |

**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 medications 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 **not including pre-school education** 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

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 Read  Yes  No

### Accommodation Requirements:

**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 unless they are accommodated in a school hostel.**

The student will live with a residential caregiver: (Please select the type of residential caregiver the student will live with)

School hostel  Homestay  Designated caregiver (relative or family friend)

OR

|   |
|---|
| The student will live with: <input type="checkbox"/> Parent or legal guardian   |
| Does the student have any food allergies or special dietary requirements?   |
| <input type="checkbox"/> Yes <input type="checkbox"/> No      If 'Yes', please provide details (attach more pages if required).   |
| Does the student have any other special requirements for accommodation? (pets, cultural or religious requirements, phobias)   |
| <input type="checkbox"/> Yes <input type="checkbox"/> No      If 'Yes', please provide details (attach more pages if required).   |
| If living with a host family (10 years of age or over only), please provide a brief letter introducing the student to the host family and attach the letter to this application |

| Designated Caregiver Details (If the student is staying with a relative or close family friend) |         |
|---|---------|
| Name of caregiver/s:  |         |
| Address (in NZ):  |         |
|   |         |
| Home phone:   | Mobile: |
| Email:  |         |
| Relationship to student:  |         |

| Insurance Details  |
|--|
| Do you wish to purchase insurance through the school? <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| <b>NOTE:</b> <i>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 home country.</i>   |
| <i>If you wish to purchase your insurance through the school, please ensure the medical information section on this form is completed fully and accurately to ensure appropriate coverage for the student for any pre-existing conditions they may have.</i> |

| Checklist of documents and Information you must include with your application  |   |
|--|---|
| Photograph of the student  | Passport size photograph<br> |
| 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   |   |
| A copy of the student's 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  |   |

## PART TWO:

THE TERMS AND CONDITIONS ATTACHED TO THIS APPLICATION, FORM AND GOVERN THE STUDENT'S TUITION AT THE SCHOOL. BY SIGNING BELOW 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:

#### 1. 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 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 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 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.

**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.

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

**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 29 or 31 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.
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 unless the Student is accommodated in a School Hostel. 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. 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.

15. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
16. 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.
17. The Parents agree they have read the policy details for the Student's travel insurance policy and any other relevant information provided by the insurer from time to time and:
  - (a) agree that where the school arranges the insurance, the Parents have disclosed all medical conditions that may affect insurance cover, and
  - (b) accept all exclusions that apply to the insurance cover.
18. 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.

#### **Fees**

19. 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.
20. 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**

21. 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 Parent/s 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 extra requirements. 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.
22. 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.
- (f) All personal information provided to the School is collected and will be held by the School.
- (g) The Student and Parents have the right under the Privacy Act 2020 to obtain access to and request corrections of any personal information held by the School concerning them.
- (h) Under the Privacy Act 2020, any information collected may be provided to education authorities.
- (i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.

23. 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 to 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.
- (j) Where necessary to carry out any process under this Agreement, or to make any decision concerning the Student, the School may disclose personal information to any person, including immigration authorities, airlines, and travel agents.
- (k) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School including social media posts by school staff, unless otherwise agreed in writing by the parties.

**Consent**

24. 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.

3.  
25. Where the Student lives with the Parents, the School shall seek specific written agreement of the Parents in accordance with School policies and procedures before the Student participates in any activity either organised by the School or by another party on behalf of the School.

26. Where the Student is in the care of a Residential Caregiver, the School shall seek specific written agreement of the Parents before the Student 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.

27. Where the Student is in the care of a Residential Caregiver, except in the circumstances described in

clause 26, this Agreement is considered to be written agreement 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.

- 4.
28. Where the Student is in the care of a Residential Caregiver, unless otherwise agreed in writing by the parties, this Agreement is considered to be written agreement 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.

5.

#### **Conduct, Welfare, Discipline and Termination**

29. The Student will comply at all times with School policies, the

6. 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.

7.

30. 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/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.

31. 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;
- (f) Any breach of clauses 15 or 16 of this Agreement or of the warranties contained in clause 22 of this Agreement;
- (g) Failure to make payments according to the Fee Schedule; and

- (h) Any other breach of this Agreement

32. Where appropriate, the School will follow the process set out in the Investigation Policy in this Agreement as Schedule Two when exercising its disciplinary powers as stated in clause 30 of this Agreement, but nothing in this Agreement shall limit the power of the School to immediately 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.

33. 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.

34. Where appropriate the School will follow the process set out in the Investigation Policy which is annexed to this Agreement as Schedule Two when exercising the power in clause 33 of this Agreement, but nothing in this Agreement shall limit the power of the School to take urgent action, including terminating this Agreement or sending the Student home, where it considers that it is necessary to do so.

#### **General Matters**

35. 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.

36. 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.

(a)

37. 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.

38. 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.

8.

39. 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.

40. The School shall at all times comply with the Health and Safety at Work Act 2015.  
9.
41. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
42. The parties acknowledge that before signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
43. 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.
44. The parties agree that any dispute in relation to this Agreement will be resolved in line with the Code and the School Policies.

## 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) that allow the School to discipline the Student, including by expulsion or to remove them from the School on health and welfare grounds;
- (ii) that control and limit the Student's rights of refund when Enrolment ends early;
- (iii) that require the Parents to make full disclosure of all relevant information; and
- (iv) that provide agreement 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 Students is under 10 years of age, the Student will live with a Parent in New Zealand while enrolled at the School unless they are accommodated in a School Hostel.

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

## Code of Conduct

### 10. Circumstances in Which Tuition may be Terminated

1. Where a child is absent or consistently truanting from school, then the signatory will terminate the enrolment
2. If a child's behaviour is of an unacceptable level, then a meeting with the child, the parents, and the school will be arranged. If the behaviour does not improve, written notification will be given to the parents warning of the danger of termination of the enrolment. If there is no further improvement, the parents and the student will be notified in writing that the student must leave at the end of that term, or earlier if the school decides, and will not be eligible to return the following term. There will be no refund of fees paid if this occurs
3. An 'acceptable level of behaviour' would be seen as following the school rules and the school 'Code of Conduct' as provided to each student
4. If an enrolment application is found to be inaccurate in any way the contract may be terminated at the school's discretion
5. Upon termination of enrolment, the Immigration Service will be notified as required.

## Disciplinary Policy

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.
  11. 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.
  12. 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**).
  13. 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.
  14. 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;
  - (e) an opportunity to have an independent support person of the Parents choice present at any meeting relating to the disciplinary process;
  - (f) an opportunity to meet with that support person in private at any stage during the disciplinary process;
  - (g) 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
  - (h) 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.

## **PART THREE:**

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

### **INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT (When placing a student in a School Approved Homestay) Terms and Conditions:**

1. For the purposes of this Agreement the following terms shall
15. have the following meanings:
  - Accommodation** means the residential accommodation provided to the Student pursuant to this Agreement.
  - Accommodation Requirements** means the rules and requirements of the Accommodation as set out in Schedule One.
  - Agreement** means this Accommodation Agreement between the Student, School, and Parents which governs the Student's Accommodation arrangements.
  - Application Form** means the standard enrolment application form.
  - Code** means The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 as updated from time to time and available online at [www.legislation.govt.nz](http://www.legislation.govt.nz) under Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.
  - Contract of Enrolment** means the agreement between the Student, the School and the Parents which governs the Student's Tuition.
  - Homestay** has the meaning as set out in the Code.
  - Parents** means the Parents referred to in the Application Form.
  - Residential Caregiver** means the person responsible for the Student at the Accommodation.
  - Residential Caregiver Agreement** means an agreement between the School and the Residential Caregiver.
  - School** means the school referred to in the Application Form.
  - Student** means the International Student residing at the Accommodation as referred to in the Application Form.
  - Tuition** means the education of the Student at the School or, in appropriate circumstances, education provided to the Student by the School through online, remote or distance learning.
- All other terms have the same meaning as in the Contract of Enrolment.
2. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to live at an Accommodation approved by the School in line with the requirements of the Code.
3. The Parents agree to the following terms and conditions of the Accommodation:
  - (a) The School agrees that all information regarding the Residential Caregiver, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:
    - (i) To the Student, the Parents or Residential Caregiver (as the case may be);
    - (ii) To any professional consultant or such person where it is in the interests of the Student to provide the information;
    - (iii) According to any statutory or other legal duty.
  - (b) The Parents agree that if behaviours or conditions of the Student emerge after placement with a Residential Caregiver such that the Residential Caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement.
  - (c) The Parents or the Student have the right under the Privacy Act 2020 to see and request corrections of any personal information held by the School concerning them in relation to the Student's placement with a Residential Caregiver.
  - (d) Under the Privacy Act 2020, any information collected may be provided to education authorities.
  - (e) These terms and conditions may be changed by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.
4. If the Parents provide misleading information or fail to disclose information about the Student before placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):
  - (a) Charge the Parent such fees as required to pay for extra requirements due to providing misleading information or the lack of disclosure; or

- (b) Terminate this Agreement.
5. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
    - (a) the Residential Caregiver and the School entering into a Homestay Carer Agreement or a Designated Caregiver Agreement; and
    - (b) the School's usual requirements and policies relating to the Accommodation.
  6. The School will ensure that to the best of its ability:
    - (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
    - (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
    - (c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the School;
    - (d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and
    - (e) The Student only engages in lawful, responsible and positive recreational activities outside of School.
  7. Unless otherwise agreed in writing by the parties, the Parents agree for the Student to travel and stay overnight within New Zealand in the care of their Residential Caregiver for not more than seven days where the travel does not involve the Student participating in any adventure activities or extreme sports, or result in the Student missing any scheduled school days.
  8. The School will seek specific written agreement from the Parents for leisure travel or overnight stays of more than seven days or results in the Student missing any scheduled school days.
  9. The Student will seek specific written agreement from the School before the Student, being a Student of any age, participates in any activities which are considered to be adventure activities or extreme sports. The School will only give such Agreement where approved by the Parents.
  10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular check-ins with both the Student and the Residential Caregiver.

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

#### **Expectations**

12. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
13. In the event that the Student is removed from a Residential Caregiver for any reason, the School will take all reasonable steps to find, over a reasonable period of time (as decided by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.
14. The Student will treat the Accommodation with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.
17. **Fees**
15. The Parents must pay all accommodation fees to the School according to the School's fee schedule as defined in the applicable Contract of Enrolment.

#### **Termination**

16. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
17. If the Student is suspended, expelled or excluded from the School, the parties agree that this shall constitute a breach of the Accommodation Requirements and this Agreement may be terminated as a consequence.
18. Where this Agreement is terminated, fees may be refunded in line with School Policies.

#### **General**

19. 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.

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

18.

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

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

### **Disputes**

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

## Accommodation Requirements

### While living in a School approved Homestay, the Student agrees:

19. To comply with all laws of New Zealand.
20. Not to engage in any social or leisure activities that may place them, other persons, in undue danger or risk of harm. This includes the Student putting himself or herself in a position which may give rise to suspicions or allegations of such activities.
21. To obtain written permission from Parents and the School before obtaining any tattoo, piercing or other bodily embellishments.
22. To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents, including any policies of the School which apply.
23. To not use or do anything which may cause damage to the Accommodation, including applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.
24. To keep the Homestay parents informed of their whereabouts at all times.
25. To stay at the Homestay address daily and not to travel overnight outside of the town or city (as defined by the School) where the Student is living without prior written permission of the School. This clause shall not prevent the Student traveling between the Homestay and the School.
26. To respect the privacy, values and property of the Homestay.

## SIGNING

### Parents

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

Name(s): \_\_\_\_\_

\_\_\_\_\_

Signature(s): \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

### School

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PART FOUR:**

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

**DESIGNATED CAREGIVER AGREEMENT**

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

School name: \_\_\_\_\_ (the **School**)

Student's name: \_\_\_\_\_ (the **Student**)

Name of parent one: \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_ (the **Residence**)

**AGREEMENTS**

- 1. The Student and the Parents are parties to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are considered to form part of this Agreement so far as they are relevant.
- 2. The Parents agree that the Designated Caregiver/s will provide residential care for the Student while enrolled as an international student at the School.
- 3. The School has provided, and the Designated Caregiver/s have read and understood, the sections of The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agree to act as Designated Caregiver/s to the Student according to these requirements.
- 4. For the avoidance of doubt, The Designated Caregiver/s agree that the accommodation provided is caring, safe, positive, is a healthy environment, and supports the Student to achieve their academic goals.
- 5. The School agrees that all information regarding the Designated Caregiver/s relating to the Agreement will be kept confidential, except disclosure to the Student or their parents, to any professional consultant or such person where it is in the interests of the Student to provide the information or according to any statutory or other legal duty.
- 6. Approval is required from the School before the Student is placed with the Designated Caregiver/s.
- 7. The Designated Caregiver/s agree 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.
- 8. Failure by the Designated Caregiver/s to provide the residential care required by the School and the Code may result in the School's approval of the Designated Caregiver/s being withdrawn.
- 9. The Designated Caregiver/s agree to support the Student to abide by all rules and expectations set by the School.
- 10. In the event the School withdraws its approval of the Designated Caregiver/s, the Agreement is terminated, and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parents.
- 11. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the Designated Caregiver/s and this may include regular



visits to the Designated Caregiver/s and meetings with both the Student and the Designated Caregiver/s.

- 12. The Designated Caregiver/s will provide the School with fourteen days (14) days prior notice of any change in circumstances that may affect the Agreement. This includes any change of Residence or any change to the number of adults living at the Residence. For the avoidance of doubt, an adult is a person 18 years of age or older.
- 13. The Parent/s agree that the School is not responsible for the Student's day-to-day care while in the care of the Designated Caregiver/s.
- 14. The Student will treat the accommodation provided by the Designated Caregiver/s ("Accommodation") with

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

- 15. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School policies.
- 16. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed counterparts may be delivered by email or facsimile transmission.

**SIGNING**

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

**PARENT/S:**

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**DESIGNATED CAREGIVERS:**

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHOOL:**

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

