INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT
SECONDARY SCHOOL

WESTLAND HIGH SCHOOL
Te Kura Tuarua o Hokitika
EXPERIENCE SUCCESS TOGETHER
PIKI KOTAHI KI TE TAUMATA

PART ONE: APPLICATION FORM

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:		☐ Female ☐ Male ☐ _____	
Email:			
Address: (In home country)			
First language:		Country of citizenship:	
Passport number:		Expiry date:	
Intended start date:		Intended end date:	
Applying for year level: ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12 ☐ 13			

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

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

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

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

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

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

Emergency Contact (In home country, other than parents):	
Contact's name:	
Relationship to the student:	
Mobile phone:	
Home phone:	
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 illness that may affect their enrolment, including mental illness?

☐ Yes ☐ No
If 'Yes' please provide details including doctor or hospital reports (attach more pages if required).

Has the student been vaccinated for any diseases?

☐ Yes ☐ No
If 'Yes' please provide a copy of the vaccination certificate.

Please tick the appropriate box if you suffer from or have suffered from any of the following medical conditions:

□ Asthma	□ Back/Neck problems	□ Glandular Fever	□ Allergy to bee/wasp stings	□ Migraines
□ HIV or Aids	□ Diabetes	□ Hepatitis A, B or C	□ Epilepsy	□ Heart Condition
□ Tuberculosis	□ ADD or ADHD	□ Allergies	□ Food Allergies	□ Eating Disorder
□ Depression/Anxiety	□ Autism Spectrum Disorder	□ Asperger's Syndrome	□ Covid-19	□ Other: (Please describe)

Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?

☐ Yes ☐ No
If 'Yes' please provide details (attach more pages if required).

Is the student currently on any medication?

☐ Yes ☐ No
If 'Yes' please provide details (attach more pages if required).

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.

Does the student smoke? ☐ Yes ☐ No

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 reasons 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 lastest two school reports for the student with this application	
Does the student have any learning or behavioural difficulties which may require extra school support or services?	
☐ Yes ☐ No If 'Yes' please provide details including any psychologist assessments and reports that are available (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:
For how many years has the student studied English?	[ ] Months [ ] Years	
Do the student's parents speak or read English?	Speak ☐ Yes ☐ No	Read ☐ Yes ☐ No
Has the student been convicted or been the subject of any matter before any Court?		
☐ Yes ☐ No If 'Yes' please provide details (attach more pages if required).		
Please attach a hand-written letter from the student introducing themselves and explaining their reasons for wanting to study at this school.		

Accommodation Requirements
Accommodation choice: ☐ School hostel ☐ Homestay ☐ Designated caregiver (relative or family friend) ☐ Live with parent
Interests: ☐ Music ☐ Movies/TV ☐ Reading ☐ Outdoor Activities ☐ Sports ☐ Travel

Other interests:
Does the student have any food allergies or special dietary requirements?
☐ Yes ☐ No If 'Yes' please provide details (attach extra pages if required).
Does the student have any other special requirements for accommodation? (Pets, cultural or religious requirements, phobias)
☐ Yes ☐ No If 'Yes' please provide details (attach more pages if required).
Please write a brief letter introducing yourself to your host family and attached it to this application

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

Insurance Details
Do you wish to purchase insurance through the school? ☐ Yes ☐ No
If you are providing your own insurance, please provide an English copy of the policy details to the school once purchased
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.

Please note: *Subject choices in this application are an indication only and actual subjects will depend upon availability and prior learning. The school reserves the right to decide subject placement and year level throughout enrolment in consultation with students and families.*

Subject Choices			
Subject	**Year Level**	**Subject**	**Year Level**
1.		4.	
2.		5.	
3.		6.	

Checklist of documents and Information you must include with your application		
	Photograph of the student	Passport size photograph
	A copy of the student's last two school reports	
	A hand-written letter from the student 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 STUDENT, THE SCHOOL AND THE PARENTS OR LEGAL GUARDIAN AGREE TO THOSE TERMS AND CONDITIONS. PLEASE ENSURE YOU READ THE TERMS AND CONDITIONS CAREFULLY.

Terms and Conditions:

Definitions

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

   Accommodation means the residential accommodation provided to the Student.

   Accommodation Agreement means the agreement between the Student, the School, 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 2016.

   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.

   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 according to clause 28 or 30 of the Agreement.

Preliminary Provisions

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

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

Terms of Agreement

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

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

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

7. This Agreement is considered to be written agreement from the Parent that the School is not responsible for the Student's day-to-day care where the student is in the custody of a Residential Caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purpose of supervising them during the Period of Enrolment.

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

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

Accommodation

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

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

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

Immigration and Insurance

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

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

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

16. The Parents agree they have read the policy details for the Student's travel insurance policy and any other relevant information provided by the insurer from time to time and:
    (a) accepts all exclusions that apply to the insurance policy and
    (b) agrees that where the school arranges insurance on behalf of the Parents, the Parents have disclosed all medical conditions to the School that may affect insurance cover.

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

Fees

18. 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.

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

Information, Warranties and Acknowledgements

20. 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 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.

21. The Student and the Parents confirm that:
    (a) The Student does not suffer from any medical condition or behavioural condition (including mental health conditions and allergies) that may negatively impact on the health, safety or education of the Student or any other student at the School, except as disclosed on the Application Form;
    (b) The Student does not have any medical or other special needs that require extra support, except as disclosed in the Application Form;
    (c) The Student has never been charged with or convicted of any crime, 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.

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

(b) If the Student and/or Parents fail to provide any information requested in relation the 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 considered to be a breach of this Agreement.

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

(g) The Student and Parents have the right under the Privacy Act 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 people 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, including social media posts by school staff, unless otherwise agreed in writing by the parties.

Consent

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

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

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

24. The School shall seek specific written agreement 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 is considered to be an adventure activity or extreme sport or an activity that is organised by the School and requires the Student to stay away from their regular accommodation overnight.

25. Except in the circumstances described in clause 24, 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.

26. 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.

Conduct, Discipline and Termination

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

28. 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) notifying Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.

29. 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 14 or 15 of this Agreement or of the warranties contained in clause 21 of this Agreement;

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

    (h) Any other breach of this Agreement

30. 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 as stated in clause 28 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.

General Matters

31. 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.

32. 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 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.

33. 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.

34. Notices may also be given by sending an email to the email addresses specified in the Application Form and will be considered to have been received twelve (12) hours after it has been sent.

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

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

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

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

39. 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.

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

PARENTS' AND STUDENTS' DECLARATION AND AUTHORISATION

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

Key Terms: This 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 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 confirm that all of the information in the application form is true and complete.

SIGNING

Parents

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

Name(s): _____

_____

Signature(s): _____

_____

Date: _____

School

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

Name: _____

Signature: _____

Date: _____

Student

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

Name: _____

Signature: _____

Date: _____

Code of Conduct

(Schedule One)

International Students Conditions of Participation & Code of Conduct

These conditions are aimed at keeping the student safe and must be explained to and signed by the student.

School

- Attendance at school every day is obligatory, except if the student is ill. If dismissed from school due to lack of attendance or for disciplinary reasons, the student will be sent back to his / her own country.
- Students must follow the school's standards of conduct and the school's rules (including behaviour towards others, wearing uniform, following instructions from staff)
- On arrival in New Zealand the student must give his/her return ticket to the school for safe-keeping. The school will provide a copy of the ticket in return.
- Students agree to attend scheduled meetings with the International Director and / or the Westland High School Homestay Co-ordinator.
- Students will complete a monthly report for the Homestay Co-ordinator.
- Students will liaise with the International Director if family or friends from their home country wish to visit.

Accommodation / host families

- Homestay accommodation only is available for international students. Placement is the responsibility of the school.
- Students must obtain approval from their host family for all activities engaged in and the host family must know where the student is, with whom and when he/she will return, at all times.
- Students are expected to abide by family rules and standards.
- Students who wish to change accommodation must discuss this with the Homestay co-ordinator and International Director.
- Students are not permitted to stay in accommodation without adult supervision only with consent from the International Director.

Medical

- Westland High School and the host family may act on the student's behalf in any emergency, accident or illness. The student may be examined and treated at an appropriate medical facility and to make necessary referrals to outside physicians and facilities as indicated. Parents of the student agree to release information regarding their child's health to any individuals designated by Westland High School. This covers the period from the time the student boards transportation scheduled at the commencement of the programme until the end of the programme.

Behaviour

- No drinking of alcoholic beverages. The only exception will be in the host family and with their permission.
- No drugs or association with anyone involved with drugs in any way
- Students must not smoke in public.
- Students are not permitted to visit such places as pornographic shops, adult theatres, nightclubs or drinking establishments.
- Students must not take a job outside the host family home during the programme unless they have permission from NZ immigration and the host family.
- If the student admits to a criminal law violation or is arrested and charged, or if reliable information is received that he/she will be arrested and charged, the student will be returned to the home country as soon as is legally possible.

Travel

- No driving of any vehicles, motorcycles or farm machinery is permitted at any time during the programme. The student is not permitted to be a pillion passenger on a motorcycle. He/ she must have prior permission from the Director to be a passenger in a student's car.
- The student is not allowed to travel outside the Hokitika/Greymouth area by him/herself or with friends without permission from the International Director. Overnight travelling is permitted with the host family or another family if prior consent has been received from the student's host family and the International Director. Overnight travelling is also permitted with an approved group (school, church etc). A travel form must be completed by the student and host, and approved by the homestay co-ordinator and International Director should the student wish to travel. Seven days' notice is required.
- Students are not permitted to hitch-hike, either alone or with friends.

Initialled by: _____(parent) _____(student)

Updated Nov 2021

- Students are not allowed to participate in dangerous activities such as, but not limited to, bungy-jumping, hang-gliding, parachute jumping or white-water rafting without written permission from their parents, hosts and the Director.
- Permission from natural parents and the director is required for helicopter flights.
- All students are expected to return to their home country at the end of their stay.

I understand all the conditions of participation in the Westland High School academic programme and I agree that if I break these conditions I am liable to be sent back to my home country at my (my parents') expense and without any refund of the tuition fees.

Student signature: _____ Date: _____

International Director: _____ Date: _____

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 call for any formal response other than a warning, the School will try, where appropriate, to follow a two-stage disciplinary process.

3. In Stage One, the School will investigate and decide 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 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 aim to provide the Student 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 (keeping in mind the seriousness of the Allegation or the Proposed Action) before giving a response;

   (d) an opportunity to contact their Parent before giving a response, unless the delay caused by contacting that person is unreasonable keeping in mind the seriousness of the Allegation or Proposed Action;

   (e) an opportunity to have an independent support person of their 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 enable the student to participate in the process in their own language) during any meeting or process if the School or the Student considers that a language barrier means that a translator is required; and

   (h) a copy of this policy setting out the rights which the Student has when engaging in the 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 require a disciplinary response, the School will notify the Student of the Allegation and will provide the Student with an opportunity to give a response.

10. Where appropriate, keeping in mind the seriousness of the Allegation, the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the Allegation.
11. When the School makes a decision about the Allegation it will inform 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 inform 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, keeping in mind 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 Student. The School will receive this response and give it genuine consideration before deciding the disciplinary action to be taken.

14. When the School decides the disciplinary action that it will take in response to the breach, it will inform 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 informed of the decision.

Initialled by: _____(parent) _____(student)

Refund Policy

(Schedule Three)

Requests for a refund of international student fees

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

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

    a. The name of the student
    b. The circumstances of the request
    c. The amount of refund requested
    d. The name of the person requesting the refund
    e. The name of the person who paid the fees

The bank account details to receive any eligible refund, including bank address and swift code where relevant

Any relevant supporting documentation such as receipts or invoices

Non-Refundable Fees

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

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

Requests for a refund for failure to obtain a study visa

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

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

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

Requests for a refund for voluntary withdrawal (Enrolments of more than one term):

5. If an international student voluntarily withdraws, whether before or after the start date of their enrolment, other than where they have failed to obtain an appropriate visa and have provided evidence of this, a refund will be provided less a minimum of ten weeks tuition fees and other any relevant non-refundable fees as outlined in this policy. The minimum ten week notice period will begin the day after the date on which the school receives written notice of the student's intention to withdraw.

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

Initialled by: _____(parent) _____(student)

6. If the school fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the school will negotiate with the student or their family to either:
    a. Refund the unused portion of international student tuition fees or other fees paid for services not delivered, or
    b. Transfer the amount of any eligible refund to another provider, or
    c. Make other arrangements agreed to by the student or their family and the school.

Other circumstances where a refund request may be considered:

Where a student's enrolment is ended by the school

7. In the event a 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:
    a. Any non-refundable fees set out in this policy
    b. A minimum of ten weeks tuition fees from the date of termination
    c. Any other reasonable costs that the school has incurred in ending the student's enrolment

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

8. If an international student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by the school. A refund will be provided less a minimum of ten weeks tuition fee and other any relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after the school receives written evidence of the student's domestic student status
9. **Where a student voluntarily requests to transfer to another signatory**
10. If an international 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. A refund will be provided less a minimum of ten weeks tuition fee and other any relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after the school receives written notice of the student's intended withdrawal.

Refund of other fees

Requests for a refund of homestay fees

11. If for any reason, an international student withdraws after their stay in a school homestay, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
12. Where a student moves from a school homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this policy.

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

13. Except by written request from the student or their parent, prepaid fees unused at the end of enrolment amounting to less than NZD$200.00 will be refunded to the student in cash. Sums greater than NZD$200.00 will be refunded into a nominated bank account.

Outstanding activity fees or other fees

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

Refunds to be made to the country of receipt

15. Unless otherwise agreed in writing, all eligible refunds of fees of NZD$1,000 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.

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

16. A decision by the school relating to a request for a refund of international student fees will be provided to the student or family in writing and will set out the following information:
    a. Factors considered when making the refund decision
    b. The total amount to be refunded
    c. Details of non-refundable fees
17. In the event the Student or their parent is dissatisfied with a refund decision made by the School or is dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the International Student Disputes Resolution Scheme or to make a complaint to the Code Administrator.

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 have the following meanings:

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

   Accommodation Requirements means the rules and requirements of the Accommodation as set out in Schedule 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 International Students) Code of Practice 2016 as updated from time to time and available online at www.legislation.govt.nz under Education (Pastoral Care of International Students) Code of Practice 2016.

   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 Contract of Enrolment.

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

   Tuition means the education of the Student at the School.

   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 and Student agree to the following terms and conditions of the Accommodation:

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

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

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

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

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

   (c) The Parents or the Student have the right under the Privacy Act 1993 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 1993, 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 prior to placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):

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

   (b) Terminate this Agreement.

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;

Initialled by: _____(parent) _____(student)

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

Expectations

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 determined 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.

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 according to 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 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.

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.

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

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

Disputes

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

Accommodation Requirements

(Schedule One)

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

1. To comply with all laws of New Zealand.

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

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

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

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

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

7. To stay at the Homestay 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 travelling between the Homestay and the School.

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

SIGNING

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

Name(s): _____

_____

Signature(s): _____

_____

Date: _____

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

Name: _____

Signature: _____

Date: _____

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

Name: _____

Signature: _____

Date: _____

Initialled by: _____(parent) _____(student)

PART FOUR:

DESIGNATED CAREGIVER AGREEMENT

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

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

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

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

Name of parent one: _____

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

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

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

Address: _____

_____
(the **Residence**)

AGREEMENTS

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

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

3. The School has provided, and the Designated Caregiver/s have read and understood, the sections of the Education (Pastoral Care of International Students) Code of Practice 2016 (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. The Designated Caregiver/s agree that all members of their household who are 18 years of age and over and eligible to be vaccinated against Covid-19, will be fully vaccinated before a student is placed in their care.

9. Failure by the Designated Caregiver/s to provide the evidence of Covid-19 vaccinations required by the School, may result in the School's approval of the Designated Caregiver/s being withheld or withdrawn.

10. 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.

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

12. 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.

13. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the

Initialled by: _____(parent) _____(student)

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.

14. 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.

15. 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.

16. 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.
17. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.

18. 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: _____