

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

Chisnallwood Intermediate School



CHISNALLWOOD
INTERMEDIATE
SCHOOL

PART ONE: APPLICATION FORM

Notes:

1. It is important that all relevant information about the student is included in this application. This information is used to ensure that the student is supported properly upon arrival and while enrolled, and to match them with suitable Homestays, teachers, and courses. Where information is included relating to health issues or learning needs, disclosure of this information will not automatically disqualify the Student from Enrolment. However, failure to disclose information or providing misleading information may result in the withdrawal of an Offer of Place 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 <input type="checkbox"/> _____
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)	
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:

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

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: ☐ Parent or legal guardian

Does the student have any food allergies or special dietary requirements?

☐ Yes

☐ No

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

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).

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? ☐ Yes ☐ No

NOTE: If you are purchasing your own insurance for the student, you must provide an English copy of the policy and certificate to the school before departure from home country.

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.

Checklist of documents and Information you must include with your application

Photograph of the student	Passport size photograph 
A copy of the student's last two school reports	
A hand-written letter from the student, if possible, introducing themselves, and explaining their reasons for wanting to study at the school	
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:

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.

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 the Student's admission to the School, the School may be unable to process the Student's application.
- (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, then this Agreement will be at an end.
- (d) Personal information of the Student and/or Parents collected or held by the School is

provided and may be held, used and disclosed to enable the School to process the Student's eligibility to receive Tuition at the School and Accommodation.

- (e) The Parents agree that where the Student lives in a School approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by the School and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to a Designated Caregiver Agreement being entered into by the School, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Agreement or of the Designated Caregiver Agreement will be considered to be a breach of this Agreement.
- (f) All personal information provided to the School is collected and will be held by the School.
- (g) The Student and Parents have the right under the Privacy Act 2020 to obtain access to and request corrections of any personal information held by the School concerning them.
- (h) Under the Privacy Act 2020, any information collected may be provided to education authorities.
- (i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.
- (j) Where necessary to carry out any process under this Agreement, or to make any decision concerning the Student, the School may disclose personal information to any person, including immigration authorities, airlines, and travel agents.
- (k) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School including social media posts by school staff, unless otherwise agreed in writing by the parties.

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.
- 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.
- 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.

Conduct, Welfare, Discipline and Termination

- 29. The Student will comply at all times with School policies, the Code and the Act, and the Parents shall work with the School to ensure such compliance. This includes, without limitation, compliance with the Code of Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.
- 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.

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.

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.
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.
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.
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

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: _____

Copyright Note:

As schools insert their own Student Code of Conduct into Schedule One below, copyright relating to the content of that schedule remains the intellectual property of the school. To avoid doubt, copyright relating to Part One, Part Two, Schedule Two, Schedule Three, Part Three, and Schedule Four of this document remains the intellectual property of SIEBA.

Code of Conduct

(Schedule One)

[To be added by the school based on their student code of conduct as modified for international students]

Investigation Policy (Schedule Two)

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

Overview

2. Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not warrant any formal response other than a warning, the School will endeavour, where appropriate, to follow a two-stage investigation process (the Investigation Process).
3. In Stage One, the School will investigate and determine the facts of the situation being considered (**the Situation**), and will reach a conclusion on what happened and whether there is a Welfare Issue or an incident that requires Disciplinary Action or the termination of the Agreement.
4. During Stage One of the Investigation Process, the Student will have an opportunity to provide a response to any subject matter being investigated or to any allegation made concerning the Situation.
5. In Stage Two, if the School has determined some response is required, the School will consider the appropriate outcome for the Situation, up to and including termination of the Agreement.
6. During Stage Two of the Investigation Process, the Student will have an opportunity to provide a response to the Situation and any proposed outcome that the School is considering taking (**the Proposed Action**).
7. This policy does not limit the School's power to take appropriate action urgently and without following the Investigation Process if this is necessary having regard to the seriousness of the Situation. Such a determination may be made at any point during the Investigation Process.
8. This policy also does not limit the School's power to suspend the student for the duration of the Investigation Process where suspension is considered necessary for the safety or education of any person.

General Policy

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

Stage One: Incident Investigation

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

11. Where appropriate, having regard to the seriousness of the Situation, the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the Situation.
12. When the School makes a decision about the Situation it will advise the Student and Parent, in writing if possible, about its conclusion as to what happened and whether it considers that it requires some kind of formal response – whether Disciplinary Action, Termination or other intervention.

Stage Two: Outcome Discussion

13. If the School determines that a formal response is required, it will advise the Student and Parent of the possible actions that it will consider taking in response to the Situation and will provide the Student and parents with an opportunity to give a response.
14. Where appropriate, having regard to the seriousness of the Situation, the Student and Parent will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the action to be taken.
15. When the School makes a decision about the action that it will take in response to the Situation it will advise the Student and Parents of its decision, in writing if possible. The action will not take effect, and no actions will be taken to put it into place, until the Student and Parents have been advised of the decision.

Refund Policy (Schedule Three)

Requests for a refund of international student fees

1. The School will consider all requests for a refund of international student fees. Requests should be made in writing to the School as soon as possible after the circumstances leading to a request. All refunds will be settled under the terms of this policy unless otherwise agreed by the School.
2. A request for a refund should provide the following information to the School:
 - a. The name of the Student;
 - b. The circumstances of the request;
 - c. The amount of refund requested;
 - d. The name of the person requesting the refund;
 - e. The name of the person who paid the fees;
 - f. The bank account details to receive any eligible refund including bank address and swift code where relevant; and
 - g. Any relevant supporting documentation such as receipts or invoice.

Non-Refundable Fees

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

Requests for a refund for failure to obtain a study visa

4. If the Student fails to obtain an appropriate visa, a refund of international student tuition fees will be provided less any 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:

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

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

7. If the Student voluntarily withdraws **21 days or more before the start date of enrolment**, a refund will be provided less any non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.
8. If the Student voluntarily withdraws **less than 21 days before the start date of enrolment**, other than where they have failed to obtain an appropriate visa and have provided evidence of this, a refund will be provided less a minimum of 10 weeks' tuition fees and any other relevant non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.
9. If a Student voluntarily withdraws after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. The notice period will begin the day after the School receives written notice of the Student's intention to withdraw from enrolment and the student may continue to attend school during the notice period.

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

10. If the School fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the School will negotiate with the Student or their family to either:
 - a. Refund the unused portion of international student tuition fees or other fees paid for services not delivered, or
 - b. Transfer the amount of any eligible refund to another provider, or
 - c. Make other arrangements agreed to by the Student or their family and the School.
11. For the avoidance of doubt, this clause does not apply where the format of the education provided by the School changes (for example delivery by remote learning), but where the School continues to offer education for international students.

Other circumstances where a refund request may be considered:

Where a student's enrolment is ended by the School

12. In the event the Student's enrolment is ended by the School for a breach of the contract of enrolment or as a consequence of a Welfare Issue, then the School will consider a request for a refund less:
 - a. Any non-refundable fees set out in this policy;
 - b. A minimum of ten weeks tuition fees from the date of termination; and
 - c. Any other reasonable costs that the School has incurred in ending the Student's enrolment

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

13. If a Student changes to a domestic student after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. The notice period will begin the day after the School receives written notice that the Student has obtained a visa permitting them to change to domestic-student status.

Where a Student voluntarily requests to transfer to another signatory

14. If a Student requests to transfer to another signatory after the commencement of their enrolment, a minimum of 10 tuition weeks of prior notice is required. The notice period will begin the day after the School receives written notice that the Student requests to transfer to another signatory.

Refund of other fees

Requests for a refund of Homestay fees

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

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

17. Except by written request from a Student or their Parent, prepaid fees unused at the end of enrolment amounting to will be refunded to a nominated bank account.
18. **Outstanding activity fees or other fees**
19. Any activity or other fees incurred by the Student during enrolment and owed to the School at the time of withdrawal, will be deducted from any eligible refund.

Refunds to be made to the country of receipt

20. 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

21. A decision by the School relating to a request for a refund of fees will be provided to the student or Parent in writing and will set out the following information:
 - a. Factors considered when making the refund decision;
 - b. The total amount to be refunded; and
 - c. Details of non-refundable fees.

22. In the event the Student or the Parent is dissatisfied with a refund decision made by the School or is dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the 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 pursuant to this Agreement.

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

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

Application Form means the standard enrolment application form.

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

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

Homestay has the meaning as set out in the Code.

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

Initialed by: _____ (parent) _____ (student)

Updated February 2024

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.

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.
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

(Schedule Four)

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, 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.
3. To obtain written permission from Parents and the School before 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 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: _____

PART FOUR:

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

DESIGNATED CAREGIVER AGREEMENT

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

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

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

Name of parent one: _____

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

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

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

Address: _____
_____ (the **Residence**)

AGREEMENTS

1. The Student and the Parents are parties to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are considered to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver/s will provide residential care for the Student while enrolled as an international student at the School.
3. The School has provided, and the Designated Caregiver/s have read and understood, the sections of The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agree to act as Designated Caregiver/s to the Student according to these requirements.
4. For the avoidance of doubt, The Designated Caregiver/s agree that the accommodation provided is caring, safe, positive, is a healthy environment, and supports the Student to achieve their academic goals.
5. The School agrees that all information regarding the Designated Caregiver/s relating to the Agreement will be kept confidential, except disclosure to the Student or their parents, to any professional consultant or such person where it is in the interests of the Student to provide the information or according to any statutory or other legal duty.
6. Approval is required from the School before the Student is placed with the Designated Caregiver/s.
7. The 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.

Initialed by: _____ (parent) _____ (student)

Updated February 2024

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: _____

DOCUMENT UPDATES

November 2021

Clauses 8 and 9 have been added to capture Covid-19 vaccination requirements.

August 2020

PART ONE:

1. The words 'APPLICATION FORM' have been added to the heading
2. We have added the following fields to the **application form** (page 1 & 2):
 - a) Gender: we have added space for a different gender than male or female and have left this undefined.
 - b) Occupation
 - c) Relationship to student (for both legal guardians)
3. Under Learning Information:
 - a) If the student does not currently attend school, please give reasons and date of last attendance:
 - b) During this time, has the student not attended school for 1 month or longer? ☐ Yes ☐ No
 - a. If YES, please give details:
4. Under Insurance Details:

If you are purchasing your own insurance for the student, you must provide an English copy of the policy and certificate to the school on or before the first day of school changed to before departure from home country.

New clause:

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.

5. The checklist of documentation needed at the end of the application form is new.

Changes to the Contract of Enrolment:

1. Clause 8: 'handover of care' has been changed to 'transfer of care' in line with new Code terminology
2. **On page 5, ... Period of Enrolment** means ... pursuant to clause 29 or 31 of the Agreement. These clauses have been amended to reflect accurately new numbering caused by the addition of new clauses.
3. Under Immigration and Insurance (Contract, page 2), we have added clauses 17 & 18.
4. On page 7, Clause 27: Except in the circumstances described in clause 26, ... The clause number has been amended to reflect accurately new numbering caused by the addition of new clauses.
5. In clause 31(f) – Clause 20 has been changed to clause 22
6. Clause 32: ...when exercising its disciplinary powers pursuant to clause 31 of this Agreement, ... The clause number has been amended to reflect accurately new numbering caused by the addition of new clauses.

Change to Disciplinary Policy.

Clauses amended to correct two clause 8(d)s, plain English amendments as below.

Changes to the Refunds Policy

1. 4.b – Covid-19 clause has been added to provide clarity for agents for the start of 2021, and as long as travel uncertainty due to Covid-19 exists. We intend that this clause will be removed once this uncertainty is resolved. Previously, there was only clause 4, no 4.a and 4.b. The heading has been changed accordingly.
2. Clause 5 has been split into 5a) and 5b). This provides for ten weeks' notice period if notice of withdrawal is received within 3 weeks of enrolment to ensure that schools can retain fees for a notice period in the case of last minute withdrawals.
3. 6. For clarity, we have added the sentence: *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.*
4. Point 7. Is a new addition: **Requests for a refund for enrolment of one term or less**
Where the Student is enrolled for one term or less and withdraws early, or where the school terminates the Student's enrolment, any unused portion of international student fees will be not be refunded
4. Under **Requests for a refund where the Student's enrolment is ended by the School**
 - b) Ten weeks tuition fees from the date of termination (yellow highlighted words have been added)
6. Under **Requests for a refund where the Student changes to a domestic student during the period of enrolment**
If the Student changes to a domestic student after the start date of their enrolment, ... and any other relevant non-refundable fees as outlined in this policy. The minimum ten weeks will be begin the day after the school receives written evidence of the student's domestic student status. (yellow highlighted words have been added)
7. **Request for a refund of homestay fees**
If for any reason, the Student withdraws after the start of their stay in a school homestay, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy. (yellow highlighted words replace the words, *start date of their enrolment*)

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

Except by written request from the Student will be refunded into a nominated bank account.
(Specific \$ amounts have been taken out to allow schools to decide these)

9. Outstanding activity fees or other fees owed to the School (Yellow highlighted words have been added)

10. Rights of families after a decision regarding a refund has been made by the School

A decision by the School relating to a request for a refund of international student fees will be provided the Student or their parent in writing and will set out the following information: (Yellow highlighted words have been added)

In the event the Student or their parent is dissatisfied with a refund decision made by the School or are 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.

The wording of this clause has been changed.

Changes to the Accommodation Agreement

1. The wording in 5(a) has been changed.
2. Clause 7 has been re-worded
3. Plain English amendments as below

Changes to the DCG Agreement

1. The Agreement has been modified to include 2 designated caregivers, so that where there is a husband and wife, both are approved to care for the student without additional consent from parents.
2. Clauses 4 and 9 have been added to strengthen requirements for DCGs. The numbering of other clauses has been adjusted accordingly.

Plain English replacements.

Throughout the document, we have made the following changes to the language to improve the readability of the document for second-language readers:

Prior to replaced with *before*

Additional replaced with *more* (in the application form, but with *extra* in the contract)

Determine replaced with *decide*

Preferences replaced with *choices*

Appended to replaced with *attached to*

In accordance with replaced with *in line with or according to*

Commence replaced with *start*

Miscellaneous replaced with *other,*

In respect of replaced with *for* (clause 5)

In respect of replaced with *of* (clause 21)

In respect of replaced with *about* (clause 40 of main contract and 22 of Accommodation Agreement)

Deemed replaced with *considered*

Consent replaced with *agreement (or agree in verb form)*

Handover of care replaced with *transfer of care*

Whatsoever – deleted (clause 11, Accommodation agreement)

Irrevocably – deleted

Without limitation – deleted

Are obliged to replaced with *must*

Cease replaced with *end* (clause 6 only)

Advise replaced with *Inform*

In substitution for replaced with *in place of* (clause 12)

Immigration (requirements/conditions) replaced with *visa (requirements/conditions)* (3 times, clause 13)

Entity replaced with *organisation* (clause 23a)

Practicable replaced with *possible* (clause 24b)

Jeopardises replaced with *threatens* (clause 31e)

Pursuant to replaced with *according to* (definition, period of enrolment and DCG agreement, clause 5 and clause 3(a)iii, accommodation agreement)

Pursuant to replaced with *invoiced according to* (clause 29g)

Pursuant to replaced with *as stated in* (clause 32)

That may be necessary to be given – deleted (clause 24b)

which is annexed to this Agreement as replaced with *in* (clause 32)

Code of Student Conduct replaced with *School Code of Conduct* (clause 31b)

Executed replaced with *signed*

Including social media posts by school staff added in clause 23j

Summarily replaced with *immediately* (clause 32)

Where applicable – deleted in clause 28

Disciplinary Policy: clause 2 – ‘*warrant*’ replaced with *call for* and *endeavour* replaced with *try*; clause 8 – *endeavour* replaced with *aim* and in 8(c) & (d) & 10 & 13 *having regard to* replaced with *keeping in mind* and 8(g) *facilitate* replaced with *enable*, and in clause 9 *warrant* replaced with *require*, in clauses 13 & 14,

making/makes a decision replaced with *deciding/decides*
Of replaced with *between*, and *and overrides any prior...agreements* – deleted (Clause 37)
 Spelling of *enrolled* corrected at top of Accommodation Agreement page
Reside replaced with *live* (Accommodation agreement, clause 2)
Adhere to – *deleted* (clause 3, accommodation agreement)
Obtain access to – replaced with *see* (clause 3a(iii)c, accommodation agreement)
Varied replaced with *changed* (clause 3a(iii)e, accommodation agreement)
Adequately compensate replaced with *pay* (clause 4a, accommodation agreement)
In relation to replaced with *relating to* (clause 5 b, accommodation agreement)
 Clause 7, accommodation agreement, rewritten.
 Clause 9, accommodation agreement, edited
Source replaced with *find* (clause 13, accommodation agreement)
Vacate replaced with *move out of* (clause 11, accommodation agreement)
Any obligation on it replaced with *being required* (clause 11, accommodation agreement)
 Clause 24, accommodation agreement – deleted.

Updates May 2022

1. All reference to the old Code has been replaced now referring to The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.
2. Questions have been included in the application form to specifically require information relating to Covid-19 vaccinations
3. The Definitions section has been updated to refer to correct relevant legislation eg. Education and Training Act 2020, The Code.
4. The definition of 'Tuition' has been updated to make clear that if the school offers online learning for any reason, this is still defined as 'Tuition'.
5. A new term "Welfare Issue" has been included in the definition section.
6. Clause 2 has updated for section 10 of the Education and Training Act.
7. Clause 23(g) and (h) updated for the 2020 Privacy Act.
8. Clause 23(j) added to strengthen provision to disclose information about students.
9. 'Welfare' has been added to **Conduct, Welfare, Discipline and Termination** clauses to reflect increased focus on student wellbeing.
10. Clause 32 changed to reflect shift from Discipline policy to Investigation Policy.
11. Clauses 33 and 34 added to strengthen schools' ability to terminate enrollment for welfare reasons.
12. Clause 36(b) updated for reference to Arbitration Act 1996.
13. Schedule Two has been updated to reflect the shift to an Investigations Policy rather than a Disciplinary Policy.
14. Schedule Three, Refund Policy has been updated to strengthen support for schools when students withdraw voluntarily at short notice. Update clauses are: 7, 8, 9, 13 & 14.
15. Part Three: IS Accommodation Agreement and DCG agreement updated to reflect updated definitions and reference to correct legislation.
16. As a result of the vaccine mandates for the Education sector being removed, the contract requirement for host families to be fully vaccinated for Covid-19 has been removed from accommodation and DCG agreements. Whether host families are vaccinated is now a matter to be addressed through a school policy rather than accommodation and enrolment contracts.

November 2023

1. Removed Covid specific vaccination lines in the Medical Information section.

February 2024

1. Copyright note added to Student Code of Conduct.