

# INTERNATIONAL STUDENT APPLICATION FORM AND ENROLMENT AGREEMENT SECONDARY SCHOOL

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**AUCKLAND GIRLS'  
GRAMMAR SCHOOL**  
PER ANGUSTA AD AUGUSTA

**EDUCATED AT AUCKLAND GIRLS'  
EQUIPPED FOR THE WORLD**

## PART ONE:

*Note: It is important that you include all relevant information about the student in your application. This information is used to ensure that the student is supported properly upon arrival and to match them with suitable homestays, teachers and courses. Where information is included relating to health issues or learning needs, disclosure of this information will not automatically disqualify the Student from Enrolment. However, failure to disclose information or providing misleading information may result in the withdrawal of an Offer of Place or termination of a Contract of Enrolment.*

<b>Student Details</b> (Name must be as it appears on your passport)			
Family name:			
First name:		Date of birth:	
Preferred name:		<input type="checkbox"/> Female	
Address: (In home country)			
First language:		Country of citizenship:	
Passport number:		Expiry date:	
Intended start date:		Intended end date:	
Applying for year level: <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13			
Email:			

**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.

### Parent One Details (or legal guardian) - Name must be as it appears on your passport

Title			
Family name:		Date of Birth:	
First name:			
Street Address			
Postal Address			
Home Phone:		Mobile:	Email:
First language:		Country of citizenship:	
Passport number:		Expiry date:	

### Parent Two Details (or legal guardian) - Name must be as it appears on your passport

Title			
Family name:		Date of birth:	
First name:			
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	
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?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details.
Please tick the appropriate box if you suffer from or have suffered from any of the following medical conditions:
<input type="checkbox"/> Asthma <input type="checkbox"/> Back/Neck problems <input type="checkbox"/> Glandular Fever <input type="checkbox"/> Allergy to bee/wasp stings <input type="checkbox"/> Migraines <input type="checkbox"/> HIV or Aids <input type="checkbox"/> Diabetes <input type="checkbox"/> Hepatitis A, B or C <input type="checkbox"/> Epilepsy <input type="checkbox"/> Heart Condition <input type="checkbox"/> Tuberculosis <input type="checkbox"/> ADD or ADHD <input type="checkbox"/> Allergies <input type="checkbox"/> Food Allergies <input type="checkbox"/> Eating Disorder <input type="checkbox"/> Depression/Anxiety <input type="checkbox"/> Other: (Please describe)
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.
Is the student currently on any medication?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details.
<i>Please note: If you suffer from conditions requiring medication, it is advisable to bring your own medication to NZ. You will be required to notify the school regarding any medications that you bring with you. It is advisable to leave a supply with the School Nurse (e.g. Epi-Pen, antihistamines for allergies, medication for migraines, insulin for diabetes and inhaler for asthma etc.</i>
Is there anything further that the school needs to be aware of that may impact the suitability of the student as an international student?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details.

<p><b>IN CASE OF AN ACCIDENT OR EMERGENCY or when the school cannot contact you or the illness is serious, the School Nurse, or in the Nurse's absence, other school staff may:</b></p> <ul style="list-style-type: none"> <li>• Transport your son/daughter to an Accident and Emergency Clinic for treatment</li> <li>• Call an ambulance if hospitalisation is required</li> <li>• Administer Epi-Pen, Panadol, Ibuprofen and/or Antihistamine</li> <li>• Use our Ventolin inhaler in an asthma emergency, if own medicine is unavailable</li> <li>• Use our Defibrillator in the event of a student suffering cardiac arrest</li> </ul> <p>I give permission for Auckland Girls' Grammar to make such arrangements as are necessary, including those listed above in the case of an accident or emergency, for the treatment of my son/daughter and agree to meet any costs incurred.</p> <p>Signed: _____ Date: _____          Parent/Legal Guardian/ Residential Caregiver/ Designated Caregiver</p>
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Learning Information	
Does the student have any learning or behavioural difficulties requiring extra school support or services?	
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details.	

General Details	
Has the student previously applied for entry to the school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, when?	
Has the student ever had a family member or relative enrolled at the school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name:	Year attended:
Has the student previously studied at any other NZ school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please state the name of the school:	Dates:
How many years has the student studied English?	[    ] Months      [    ] Years
Do the student's parents speak or read English?	Speak <input type="checkbox"/> Yes <input type="checkbox"/> No                Read <input type="checkbox"/> Yes <input type="checkbox"/> No
Further information: 1. Why have you chosen Auckland Girls? 2. What are your aspirations for your child?	
Has the student been convicted or brought before any Courts?	
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details.	

Accommodation Requirements	
Accommodation choice:	<input type="checkbox"/> Homestay <input type="checkbox"/> Designated caregiver (relative or family friend) <input type="checkbox"/> Live with parent
Interests:	<input type="checkbox"/> Music <input type="checkbox"/> Movies/TV <input type="checkbox"/> Reading <input type="checkbox"/> Outdoor Activities <input type="checkbox"/> Water Sports <input type="checkbox"/> Travel
Other interests:	
Does the student have any food allergies or special dietary requirements?	
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details.	

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:	

Extra – Caregiver Details (support person appointed by parents or school while student in NZ)	
Name of caregiver	
Address (in NZ)	
Home phone:	Mobile
Email:	



Insurance Details	
Do you wish to purchase insurance through the school? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is 'Yes', please select which provider you would prefer: <input type="checkbox"/> Southern Cross <input type="checkbox"/> Uni-Care <input type="checkbox"/> Other: <input type="checkbox"/> No preference:	
If you are providing your own insurance please provide an English copy of the policy details to the school once purchased and the name of your insurer: Your insurance should cover from the day you leave your home to the date you return home.	
Policy number:	
Insurance cover start date: :                    /                    /	Insurance cover expiry date:                    /                    /
Please provide an English copy of the policy details with this application form.	

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

**Please note:** Subject choices indicated in this application are an indication only. The school reserves the right to change subject availability at any time. Entry to some courses may require prior learning.

Did we provide you with enough information in our marketing materials and on our website?  Yes  No What could we change?



## PART TWO:

THE TERMS AND CONDITIONS APPENDED TO THIS APPLICATION, FORM AND GOVERN THE STUDENT'S TUITION AT THE SCHOOL. BY SIGNING BELOW, THE STUDENT, THE SCHOOL AND THE PARENTS OR LEGAL GUARDIAN AGREE TO THOSE TERMS AND CONDITIONS. PLEASE ENSURE THE TERMS AND CONDITIONS ARE READ CAREFULLY.

### Terms and Conditions:

#### Definitions

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

**Accommodation** means the residential accommodation provided to the Student.

**Accommodation Agreement** means the agreement between the Student, the School, the Parents, which governs the Student's accommodation arrangements.

**Act** means the Education Act 1989.

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

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

**Code** means the Education (Pastoral Care of International Students) Code of Practice 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 miscellaneous charges, which is available from the School on request and may be updated from time to time.

**Homestay** has the meaning as set out in the Code.

**Legal Guardian** means the person or persons who is legally the guardian of the Student in their home country and has the legal right to make decisions about their care, education and well-being. It can include parents, where they have the right to make decisions for the Student.

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

**Parent** means the student's biological or legally adoptive parent. Except where the context requires otherwise, references to Parents in this agreement includes Legal Guardians and also includes a single Parent who has the sole right of guardianship in relation to the child.

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

**School** means the school referred 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, or on such earlier date as the parties agree or the School terminates the Agreement pursuant to clause 24 or 26 of the Agreement.

#### Preliminary Provisions

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

#### Terms of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student commences on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents/Legal Guardians and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. 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 in respect of the renewed term.
6. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School organised trip the School's responsibility for the Student shall cease upon the Student's departure and resume upon the Student returning to New Zealand.
7. This Agreement is deemed to be written consent from the Parent or Legal Guardian 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 or Legal Guardian as part of a handover 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 his or her whereabouts including without limitation 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 whatsoever 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 irrevocably authorise the principal of the School to advise the Residential Caregiver (whether or not arranged through the school) of all matters and information required to be provided to the Parents and agree to appoint the Residential Caregiver in New Zealand to receive such information in substitution for the Parents.

### Immigration and Insurance

- 13. The Parents and Student agree to comply with the immigration requirements as set out in the Immigration Act 2009, and any immigration conditions applicable to the Student's stay in New Zealand. The Parents and Student understand that the School has an obligation to report any breaches of the immigration requirements to the appropriate immigration authority.
- 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 is not arranged by the School, the Parents will provide the School with evidence of the relevant insurance policy. If appropriate evidence is not provided, the School may organise insurance it considers appropriate and pass on this cost to the Student or Parents.

### Fees

- 16. 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.
- 17. If Tuition is terminated by the School during a Period of Enrolment, in accordance with the Act and the Code, any refund of the Fee applicable to that Period of Enrolment will be assessed in accordance with refund policy contained in Schedule Three, as updated by the school from time to time..

### Information, Warranties and Acknowledgements

- 18. The Parents agree to provide the School with educational, medical financial or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents provide misleading information or fail to disclose information about the Student to the School, such that the School has to change or modify the level of Tuition or Accommodation required by the Student, the School may charge the Parents such fees as required to adequately compensate for such additional requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents and Legal Guardians are obliged to notify the School in respect of any changing conditions in relation to the Student.
- 19. The Student and the Parents confirm that:

- (a) The Student does not suffer from any medical condition or behavioural condition (including mental health conditions and allergies) that may negatively impact on the health, safety or

education of the Student or any other student at the School, except as disclosed in writing in the Application Form;

- (b) The Student does not have any medical or other special needs that require additional support, except as disclosed in writing on the Application Form;
- (c) The Student has never been charged with or convicted of any crime, or the subject of other proceedings before any court, except as disclosed in writing on the Application Form;
- (d) All information in the Application Form is true and correct to the best of their knowledge and belief.

20. The Parents and Student acknowledge that:

- (a) The School may obtain at any time from any person or entity any information it requires to process and/or accept the Student for admission to the School or to perform or complete any of the other purposes under this Agreement. The Parents and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.
- (b) If the Student and/or Parents fail to provide any information requested in relation to the 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 deemed to be a breach of this Agreement.
- (f) All personal information provided to the School is collected and will be held by the School.
- (g) The Student and Parents have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.
- (h) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.



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

### Consent

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

- (a) Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information;
- (b) Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents.

22. The School shall seek specific written consent of the Parents before the Student, being a student of any age, participates in any activity either organised by the School or by another party which are considered to be adventure activities or extreme sports or are activities that are organised by the School and require the Student to stay away from their regular accommodation overnight.

23. Except in the circumstances described in clause 22, this agreement is deemed to be written consent of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether consent is sought from domestic students in relation to the same activity.

24. Unless otherwise agreed in writing by the parties, this Agreement is deemed to be written consent for leisure travel or stays organised and supervised by the Student's Homestay or Residential Caregiver (where applicable) where the travel is within New Zealand for a period of not more than seven days and does not result in the Student missing any scheduled school days.

### Conduct, Discipline and Termination

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

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

27. Without limitation, the following actions shall be deemed to be breaches of this Agreement which may warrant disciplinary action:

- (a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
- (b) Any breach of the Code of Student Conduct by the Student;
- (c) Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;

- (d) Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;

- (e) Any act by the Student during the Period of Enrolment that jeopardises the education of any other Student;

- (f) Any breach of clauses 14 or 15 of this Agreement or of the warranties contained in clause 19 of this Agreement;

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

- (h) Any other breach of this Agreement

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

### General Matters

29. 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.

30. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the Parents irrevocably:

- (a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and

- (b) Agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

31. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be deemed to have been received ten (10) days after posting.

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

33. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the Agreement may be changed by the School in consultation with the Student, and Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.

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

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

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





37. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.
38. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.





## PARENTS/LEGAL GUARDIANS AND STUDENTS' DECLARATION AND AUTHORISATION

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

### EXECUTION

#### Parents/Legal Guardians

By signing below, the Parents or Legal Guardians (as applicable) confirm that they have read the Agreement and agree to be bound by it in all respects:

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 he/she has read and understood the Agreement and agrees to abide by the Code, School Policies and (to the extent applicable) the Agreement:

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

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

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





**PART THREE:**

**PLEASE COMPLETE THE INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT ONLY IF THE STUDENT WILL BE LIVING IN A HOMESTAY WHILE ENROLED 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 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](http://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 reside at an Accommodation approved by the School using the process set out in the Code.

3. The Parents and Student agree to adhere 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) Pursuant 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 obtain access to 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 varied 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 adequately compensate for additional 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 Residential Caregiver Agreement; and

(b) the School's usual requirements and policies in relation to the Accommodation.

6. The School will ensure that to the best of its ability:

(a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;

(b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;

(c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the School;



- (d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and
  - (e) The Student only engages in lawful, responsible and positive recreational activities outside of School.
7. Unless otherwise agreed in writing by the parties, the Parents provide consent to the Student's Homestay or Residential Caregiver (where applicable) for the Student to undertake supervised leisure travel and overnight stays within New Zealand for a period of not more than seven days where the leisure travel or stay 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 consent 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 shall seek specific written consent from the School before the Student, being a Student of any age, participates in any activities while in the care of the Student's Homestay or Residential Caregiver (where applicable) which are considered to be adventure activities or extreme sports. The School shall only give such Consent where approved by the Parents in terms of the Contract of Enrolment.
  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 commence their Homestay at the Accommodation 5 days prior to 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 prior to the expiry of the Period of Enrolment the Student will be required to vacate the Accommodation immediately. The School may, at its sole discretion, and without any obligation on it 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 vacate 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 source, 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 in accordance with 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 accordance with School Policies.

#### General

19. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents irrevocably:
  - (a) submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
  - (b) agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
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 deemed 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 deemed 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 in respect of its content and effect.

#### Disputes

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

#### Signing

24. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission



## **Schedule One**

(Accommodation Requirements)

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

1. To comply with all laws of New Zealand including those relating to the consumption of alcohol, cigarettes and illegal substances
2. To not 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 / 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 not drive a motor vehicle.
5. To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents, including without limitation, any policies of the School which apply.
6. To not use or apply hair dyes or smoke cigarettes or engage in any other activity that may cause damage to the home or property at the Homestay
7. To keep the Homestay parents informed of their whereabouts at all times
8. 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.
9. To respect the privacy, values and property of the Homestay

### **Execution**

#### **Parents**

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

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 he/she has 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: \_\_\_\_\_



## PART FOUR:

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

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

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

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

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

Mother's Name: \_\_\_\_\_

Father's Name: \_\_\_\_\_ (together the **Parents**, each a **Parent**)

Name of relative  
or close family friend: \_\_\_\_\_ (the **Designated Caregiver**)

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

#### **AGREEMENTS**

1. The Student and the Parents are parties to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are deemed to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver will provide residential care for the Student while enrolled as an international student at the School.
3. The School has provided, and the Designated Caregiver has read and understood, the sections of the Education (Pastoral Care of International Students) Code of Practice 2016 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
4. The School agrees that all information regarding the Designated Caregiver relating to the Agreement will be kept confidential, except disclosure to the Student or their parents or their legal guardians, to any professional consultant or such person where it is in the interests of the Student to provide the information or pursuant to any statutory or other legal duty.
5. Approval is required from the School prior to the Student's placement with the Designated Caregiver.
6. The Designated Caregiver agrees that approval will be provided only after appropriate safety and other checks have been completed by the School in accordance with the Code and school policies.
7. Failure by the Designated Caregiver to provide the residential care required by the School and the Code may result in the school's approval of the Designated Caregiver being withdrawn.
8. In the event the school withdraws its approval of the Designated Caregiver, the Agreement is terminated and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parents.
9. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the Designated Caregiver and this may include, without limitation, regular visits to the Designated Caregiver and meetings with both the Student and the Designated Caregiver.
10. The Designated Caregiver will provide the School with fourteen days (14) days prior notice of any change in circumstances that may affect the Agreement. This includes any change of Residence or any change to the number of adults over eighteen (18) years of age living at the Residence.
11. The Parent/s agree that the School is not responsible for the Student's care while in the care of the Designated Caregiver.
12. The Student will treat the accommodation provided by the Designated Caregiver ("Accommodation") with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.
13. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.
14. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission.



## SIGNING

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

### PARENT/S:

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

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

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

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

### DESIGNATED CAREGIVER:

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

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

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

### SCHOOL:

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

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

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

