

# Application for Tuition

## Please Submit the Following Documents with your Enrolment Application

### Email to [admin.international@wsc.school.nz](mailto:admin.international@wsc.school.nz)

- Signed by the **Parents** and the **Student**:
  - Health Information (Page 3)
  - Agreement between the Student, the Parents and the School (Pages 7-10)
  
- One** of the relevant Accommodation Agreements below signed by the **Parents**, the **Student** and if applicable, the **Designated Caregiver**:
  - Homestay Accommodation Agreement (Pages 11- 14)
  - Designated Caregiver Agreement (Pages 15- 16) or
  - Living with Parent Agreement (Page 17)
  
- Signed by the **Agent**:
  - Agent Agreement (Page 18)
  
- Most recent school performance and attendance report (the last 12-24 months) certified in English
- Copy of the student's passport and a copy of the relevant student visa
- Insurance Certificate and Policy wording if arranged by parents or agent.
- Handwritten introduction letter by the student, signed to confirm authenticity (Page 6)
- 1-2 recent pictures of the student and 1-2 pictures with family

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# Application for Tuition

## A Student Information

Family Name: \_\_\_\_\_ First Name(s): \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Nationality: \_\_\_\_\_ First Language: \_\_\_\_\_

Male / Female (*Please Circle*) Passport Number: \_\_\_\_\_ Expiry Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Current Address (*Where the student is **currently** living, home country or NZ*):

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

## B Emergency Contact Person

### 1. Mother's details:

Family Name: \_\_\_\_\_ First Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Social Media ID: \_\_\_\_\_  Skype  WeChat  Line  Viber  WhatsApp

### 2. Father's details:

Family Name: \_\_\_\_\_ First Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Social Media ID: \_\_\_\_\_  Skype  WeChat  Line  Viber  WhatsApp

### 3. Contact person in New Zealand:

Family Name: \_\_\_\_\_ First Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Social Media ID: \_\_\_\_\_  Skype  WeChat  Line  Viber  WhatsApp

## C Agent Details

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

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

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Social Media ID: \_\_\_\_\_  Skype  WeChat  Line  Viber  WhatsApp



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## D Student Health

Family Name: \_\_\_\_\_ First Name(s): \_\_\_\_\_

**1. Does the student have any history of previous illness that may affect enrolment including mental illness?**

Yes  No

**If YES Please provide further details:**

**2. Please tick the appropriate box if the student suffers from any of the following medical conditions:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Allergies- Bee/Wasp | <input type="checkbox"/> Epilepsy                     | <input type="checkbox"/> Hepatitis A, B or C   |
| <input type="checkbox"/> Asthma              | <input type="checkbox"/> Food Allergies               | <input type="checkbox"/> HIV/AIDS              |
| <input type="checkbox"/> ADHD/ADD            | <input type="checkbox"/> Frequent headaches/migraines | <input type="checkbox"/> Kidney problems       |
| <input type="checkbox"/> Back/Neck Problems  | <input type="checkbox"/> Frequent period pain         | <input type="checkbox"/> Other Allergies _____ |
| <input type="checkbox"/> Depression/Anxiety  | <input type="checkbox"/> Glandular Fever              | <input type="checkbox"/> Tuberculosis          |
| <input type="checkbox"/> Diabetes            | <input type="checkbox"/> Hearing problems             | <input type="checkbox"/> Vision problems       |
| <input type="checkbox"/> Eating Disorder     | <input type="checkbox"/> Heart Condition              | <input type="checkbox"/> Other _____           |

**Please provide further details for any of the conditions selected above: (Severity, frequency, precautions and medication)**

**3. Is the student currently on any medication?**

Yes  No

**If YES Please provide further details:**

**4. Please tick which applies:**

- Fully immunized  Yes  No
- Permission to have Paracetamol  Yes  No
- Permission to have Antihistamine  Yes  No

**5. Does the student have any learning or behavioural difficulties requiring extra school support?**

Yes  No

**If YES Please provide further details:**

## C Student Insurance

Do you wish to purchase insurance through the school?

- Yes
- No- (Please provide the Insurance Certificate and Policy wording in **English**)

Parent's Signature: \_\_\_\_\_ Parent's Name: \_\_\_\_\_ (Please Print)

Student's Signature: \_\_\_\_\_ Student's Name: \_\_\_\_\_ (Please Print)

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



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## E Academic Programme

Family Name: \_\_\_\_\_ First Name(s): \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### 1. Current year level:

Year 7     Year 8     Year 9     Year 10     Year 11     Year 12     Year 13

### 2. Applying for Level:

Year 9 (13-14 years old)  
 Year 10 (14-15 years old)  
 Year 11 / NCEA Level 1 (15-16 years old)  
 Year 12 / NCEA Level 2 (16-17 years old)  
 Year 13 / NCEA Level 3 (Year 13 enrolment is only accepted if NCEA Level 2 has been achieved at a NZ high school)

3. Intending to start in term  1  2  3  4 in 20\_\_\_\_ (Year)

### 4. Applying for:

1 Term (3 months)     2 Terms (6 months)     3 Terms (9 months)     4 Terms (1 Year)

5. Subjects studying now: \_\_\_\_\_

6. Subjects good at: \_\_\_\_\_

7. Subjects interested in and Tertiary future career ambitions: \_\_\_\_\_

### 8. Please circle subjects wishing to take at Western Springs College-:

English/ESOL	Accounting	Physics/Biology/Chemistry	Soft Material /Fashion Technology
Maths	Economics	Art/Art Design/Photography	Hard Material/Carpentry Technology
Science	Media	Health Studies	Food /Hospitality/Catering Technology
History	Drama	French	Digital/Computer Technology
Geography	Music	Chinese	Graphic Design/Visual Communication Technology
PE/Sports	Dance	Philosophy	Te Reo Maori

*The final decision on the course offered will be made during orientation based on the English assessment and meetings with the International Director and Deputy Principal*

9. If you wish to take music as a subject, which musical instruments do you play and for how long?

\_\_\_\_\_

10. Would you like to join a school sports club?

Yes- which sport \_\_\_\_\_ (Regular training, competitions, and club fees are involved when joining a club)

No

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## F. Request for Homestay Accommodation

Family Name: \_\_\_\_\_ First Name(s): \_\_\_\_\_  
 Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Male / Female (Please Circle)  
 Nationality: \_\_\_\_\_ First Language: \_\_\_\_\_  
 Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

**Please give as much detail as possible:**

1. What foods can you not eat due to **allergies** or food requirements? \_\_\_\_\_  
*(If you have any food likes/dislikes, please discuss with your homestay parents on your arrival)*

2. Do you smoke? *(Please note that you are not allowed to smoke inside any house in New Zealand)*  Yes  No

3. What are your interests and hobbies? \_\_\_\_\_

4. Which sports or instruments do you play? \_\_\_\_\_

5. Would you prefer a home with children?  Yes  No

If **no**, please give reasons: \_\_\_\_\_

If **yes**, what ages would you prefer? \_\_\_\_\_

6. Would you prefer a home with other international students if available?  Yes  No

7. Many New Zealand homes have pets- would this be acceptable to you?  Yes  No

If **no**, please give reasons: \_\_\_\_\_

8. Do you follow any religious practices?  Yes  No

9. Any other information that can help us place you with a suitable homestay family: \_\_\_\_\_

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***SCHOOL DECLARATION: Western Springs College will take all detailed Homestay requests into consideration and try to place the applicant with the most suitable host family. However, there may be situations in which the applicant's preferences/likes or dislikes are not met.***



# Application for Tuition

## **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.**

### **INTERNATIONAL STUDENT- PARENT- SCHOOL AGREEMENT**

#### **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 the Accommodation Agreement.

**Accommodation Agreement** means the agreement between the Student, the School, the Parents or Legal Guardians, 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 Agreement.

**Code** means the Education (Pastoral Care of International Students) Code of Practice 2016.

**Fee** means fees payable by the Parents or Legal Guardians to the School as per the Fee Schedule.

**Fee Schedule** means the schedule of fees for Tuition, Accommodation and miscellaneous charges.

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

**Parents or Legal Guardians** means the parents or legal guardians referred to in the annexed Application Form.

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

**School** means the school referred to in the annexed Application Form.

**Student** means the student referred to in the annexed Application Form.

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

**Period of Study** 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.

2. 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.
3. The Parents or Legal Guardians and Student agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of the School.
4. The Parents or Legal Guardians 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 or Legal Guardians and Student understand that the School has an obligation to report any breaches of the immigration requirements to the appropriate immigration authority.
5. The Parents or Legal Guardians and the Student agree that this Agreement is subject to an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.
6. The Fee must be paid to the School in advance of each Period of Study or as otherwise directed by the School. The Parents or Legal Guardians and the Student agree to comply with school policies regarding the payment of the Fee.
7. If Tuition is terminated by the School during a Period of Study, in accordance with the Act and the Code, any refund of the Fee applicable to that Period of Study will be assessed in accordance with school policies.



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8. The Parents or Legal Guardians 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, 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 or Legal Guardians.
  - (c) Receive financial information in relation to the Student including bank account details, debt and/or income details of the Student. Administrate and co-ordinate the financial payments for the following to meet The Student's needs and interests such as insurance, living allowance, homestay fees, contingency fees, private tutorials and workshops, and extra curriculum programmes; and
  - (d) Provide consent to any activity carried out and authorised by the School
9. The Parents or Legal Guardians 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 or Legal Guardians and agree to appoint the Residential Caregiver in New Zealand to receive such information in substitution for the Parents or Legal Guardians.
10. The Parents or Legal Guardians agree to provide the School with academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents or Legal Guardians 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 Parent or Legal Guardians such fees as required to adequately compensate for such additional requirements.
11. The Parents or Legal Guardians agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. If requested, the Parents or Legal Guardians will provide the School with evidence of the relevant insurance policy.
12. The School shall at all times comply with the Health and Safety at Work Act 2015.
13. Nothing in this Agreement limits any rights that the Parents, Legal Guardians or Student may have under the Consumer Guarantees Act 1993.
14. It is acknowledged that provisions in the Act relating to the suspension, expulsion or exclusion of students will apply to the Student while in New Zealand. Any decision to expel or exclude the Student shall terminate this Agreement and the School's refund policy will apply.
15. The Student will comply at all times with school policies, the Code and the Act, and the Parents or Legal Guardians shall work with the School to ensure such compliance.
16. 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.
17. 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 or Legal Guardians 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.
18. 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. The Parties also 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.
19. 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 or Legal Guardians, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Year of Study with the School.



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20. The Parents or Legal Guardians 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 or Legal Guardians and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents or Legal Guardians.
  - b) If the Student and/or Parents or Legal Guardians fail to provide any information requested in relation the Students admission to the School, the School may be unable to process the Student's application.
  - c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, than this Agreement will be at an end.
  - d) Personal information of the Student and/or Parents or Legal Guardians 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) All personal information provided to the School is collected and will be held by the School.
  - f) The Student and Parents or Legal Guardians 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.
  - g) Under the Privacy Act 1993, any information collected may be provided to education authorities.
  - h) 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.
21. The School allows Year 12 and Year 13 International Students on a student visa to hold a work permit to work up to 20 hours per week and work full-time during school holidays provided the following conditions are met:
- a) There is no breach of school policies in regard to class work or homework
  - b) The Student has achieved well and continues to achieve well at school and in life outside of school and has achieved with M (Merit) or (Excellence) in NCEA assessments
  - c) The Student is punctual at school without truancy, with a current and previous attendance rate of 95% or higher at the School
  - d) The Student follows all Western Springs College Homestay Rules
- Other Year 12 and Year 13 students can apply for a work permit which allows them to work during school holidays only with the School's and Parents' permission. The School may contact Immigration NZ and request the cancellation of a work permit due to any breach of the School's and Accommodation Rules.
22. When an offshore or offsite pre-entry English or academic assessment takes place (supervised by the School or the Student's agent), the Student must sit the assessment independently without the assistance of other people, dictionary, textbooks or other reference resources. A similar assessment will be given to The Student during orientation. If the result of the offshore assessment is unreasonably different from that of the onsite assessment and does not reflect the student's actual English language proficiency, the Student/Parents will be considered by the School as breaching of this Contract.
23. Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School.
24. The School's responsibility for the Student ends on the last day of the Period of Study, or in the event that the Student's Tuition is terminated, on the date of termination.
25. The conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Study. 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 issue of an offer of place for a further Period of Study and the payment of Fees.
26. Without limiting any obligations set out in school policies, the Parents or Legal Guardians and Student agree that the Student:
- (a) Must comply with school policies;
  - (b) Must comply with all terms of the Accommodation Agreement; and
  - (c) Must maintain an up-to-date visa as stipulated by Immigration New Zealand.

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- 27. 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.
- 28. 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.
- 29. 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: \_\_\_\_\_

\*Source: Adapted from: SIEBA Secondary Application and Agreement Template, 2018  
Reference: NZQA Guidelines for the Education (Pastoral Care of International Students) Code of Practice 2016

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## 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 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.
  - Enrolment Agreement** 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 Mother and Father 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.
2. The School is a signatory to and complies with the Code. 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 confirm that they have read and understood the School's refund policy. If the Parents provide misleading information or fail to disclose information about the Student the School may (in its sole discretion):
    - (i) Charge the Parent such fees as required to adequately compensate for additional requirements due to the lack of disclosure; or
    - (ii) Terminate this Agreement.
  - (c) 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.

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- (d) 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.
  - (e) Under the Privacy Act 1993, any information collected may be provided to education authorities.
  - (f) 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. 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.
  5. 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.
  6. 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.

## Expectations

7. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
8. 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.

## Fees

9. The Parents must pay all accommodation fees to the School in accordance with the School's fee schedule.

## Termination

10. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
11. Where this Agreement is terminated, fees may be refunded in accordance with School Policies.

## General

12. 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.
13. 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

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and emails will be deemed to have been received when acknowledged by the party or by return email.

14. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
15. 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**

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

## **Execution**

17. 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.

## **Accommodation Requirements (Schedule One)**

### **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 in undue danger or risk of harm.
3. To not drive or own a motor vehicle while studying at Western Springs College and living with a Homestay.
4. To comply with all Accommodation Requirements, expectations and curfews set by the School and the Homestay.
5. To respect that each Homestay family may have slightly different but reasonable guidelines that need to be followed and to consult the International Office for advice if any issues arise.
6. To inform the Homestay immediately of any health problems or issues with their wellbeing so that the Homestay can take appropriate action in order to help the Student and inform the School immediately.
7. To go to bed and get up on time in order to get to school on time and be alert enough to learn at school.
8. To keep the Homestay informed of their whereabouts at all times.
9. To plan in advance and get permission from the Homestay to come home late and to arrive home no later than
  - a) 6.30pm on week nights (Sunday to Thursday)
  - b) 9.30pm on weekend nights (Friday and Saturday) for Students 15 years or younger
  - c) 10.30pm on weekend nights (Friday and Saturday) for Students 16 years and older
10. To plan in advance and get permission from the Homestay to have a friend over. Friends are only allowed
  - a) to visit when the Homestay is home
  - b) in the Student's bedroom with the door open
11. To plan in advance and get permission from the Homestay to have a sleepover at another WSC approved Homestay:
  - a) All contact details must be provided to the Homestay or to School by the Student including the name(s), physical address, home and mobile phone numbers
  - b) Sleepovers are only allowed on weekend nights (Friday and Saturday)
  - c) Sleepovers are not allowed with students of the opposite sex or partner
  - d) Homestay supervision is required at all times during the sleepover
  - e) Sleepovers at a home that is not a WSC approved Homestay must have prior approval and be arranged through the WSC international office

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12. To inform the School, Homestay and natural parents of their relationship (boyfriend/girlfriend) to ensure the Student's health, safety and wellbeing are maintained
13. To keep their bedroom tidy and help do basic household chores such as wash and dry dishes, set the table for dinner, take out the rubbish, wash their own laundry, make their own breakfast and school lunches and so on.
14. To put their dirty washing in the laundry basket whenever the Homestay offers to do the laundry for them
15. To only take a shower between 5 to 10 minutes a day and leave the bathroom in the condition that they found it.
16. To provide their own personal toiletries e.g. shampoo and conditioner, body wash, toothbrush and toothpaste.
17. To not use or apply hair dyes, smoke cigarettes or engage in activities that may cause damage to the Homestay's home or property and to respect the Homestay's property, privacy and values
18. To comply with all Homestay rules when using the internet connection. The School strongly recommends that all devices are turned off by
  - a) 10.30pm on week nights (Sunday to Thursday)
  - b) 11.30pm on weekend nights (Friday and Saturday)
19. To bear the cost for their use of the internet, mobile and international phone calls, travel, entertainment such as entries to movies, parks and so on.
20. To not travel out of Auckland or New Zealand without prior permission of 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: \_\_\_\_\_

\*Source: Adapted from: SIEBA International Student Accommodation Agreement Template, 2018  
Reference: NZQA Guidelines for the Education (Pastoral Care of International Students) Code of Practice

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## PART FOUR:

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

### DESIGNATED CAREGIVER AGREEMENT

(Required when placing a student with a Designated Caregiver)

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

School Name: \_\_\_\_\_ (the **School**)  
 Student's Name: \_\_\_\_\_ (the **Student**)  
 Mother's Name: \_\_\_\_\_  
 Father's Name: \_\_\_\_\_ (together the **Parents**, each a **Parent**)  
 Name of relative or  
 close family friend: \_\_\_\_\_ (the **Designated Caregiver- DCG**)  
 Relationship  
 To DCG:  Family/ Blood Relative- sister/brother/aunt/uncle/cousin (*please circle*)  Close family friend  
 Address of DCG: \_\_\_\_\_ (the **Residence**)  
 Email of DCG: \_\_\_\_\_ Phone number of DCG: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_ Male/Female DCG Occupation: \_\_\_\_\_

### AGREEMENTS

1. The Parents agree that the Designated Caregiver will provide residential care for the Student while enrolled as an international student at the School.
2. 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 Information for Residential Caregivers booklet and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
3. 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.
4. Approval is required from the School prior to the Student's placement with the Designated Caregiver.
5. 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.
6. 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.
7. 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 Parent/s.
8. 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.

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9. The Designated Caregiver will provide the School with no less than 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. The Student will not be left in NZ by themselves overnight or with any unregistered caregivers without permission from the School.
10. The Parent/s agree that the School is not responsible for the Student’s care while in the custody of the Designated Caregiver and the Parents will maintain effective communication with the Student and the Designated Caregiver, check on any issue arising, and take responsibility for addressing those issues with the Student and the Designated Caregiver.
11. The Student should inform the School, the Designated Caregiver and the Parents of their relationship (boyfriend/girlfriend) to ensure the Student’s health, safety and wellbeing are maintained.
12. The Student may not drive or own a motor vehicle while studying at Western Springs College and living with a Residential Caregiver.
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.

## 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): \_\_\_\_\_  
 Name(s): \_\_\_\_\_  
 Signature(s): \_\_\_\_\_  
 Date: \_\_\_\_\_

### Designated Caregiver

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

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

\*Source: Adapted from: SIEBA Designated Caregiver Agreement Template, 2018  
 Reference: NZQA Guidelines for the Education (Pastoral Care of International Students) Code of Practice 2016



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**PART FIVE:**

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

**LIVING WITH PARENT AGREEMENT**

**(Required when the Student lives with a Parent)**

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

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

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

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

Parent Living in NZ: \_\_\_\_\_ (Mother/ Father- *please circle*)

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

NZ Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

**AGREEMENTS**

1. The Parents agree to provide residential care for the Student while enrolled as an international student at the School.
2. The Parents agree to provide the School with a copy of their passport and visa before the Student's first day at School.
3. The Parent agrees to not leave the Student in NZ by him/herself or with any other caregivers without permission from Immigration NZ.  
The Parent agrees to inform Immigration NZ and the School in advance in writing if his/her visa status or any other situation changes in regard to the care of the Student while enrolled at the School. The changes in situation can include but are not limited to the following:
  - a. A new passport or visa;
  - b. A change in visa conditions;
  - c. Leaving NZ;
  - d. A change in NZ home address, phone number or other contact details
4. The School is not responsible for the Student's care when they are in the Parent's custody.
5. The Parent is required attend all relevant parents-teacher interviews for the Student 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): \_\_\_\_\_

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

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

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## PART SIX:

### TO BE COMPLETED BY THE AGENT

#### **AGENT AGREEMENT**

I declare that I agree to and abide by London Statement of Principles which requires me to:  
(<http://www.enz.govt.nz/assets/Uploads/ENZ-Agents-London-Statement.pdf>)

1. Practice responsible business ethics
2. Provide current, accurate and honest information in an ethical manner
3. Develop transparent business relationships with the Student and the School through the use of written agreements
4. Protect the interests of minors
5. Act professionally and explain clearly and accurately the information about the School's Agreements with the Student, Parents and Designated Caregiver, Courses offered, Refund Policy and other rules and procedures.
6. Provide current and up-to-date information that enables international students to make informed choices when selecting which agent or consultant to employ
7. Work with New Zealand schools to raise ethical standards and best practice.

#### **Agent**

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

Agency/ Company Name: \_\_\_\_\_

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

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

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

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## **PART SEVEN:**

### **REFUND POLICY**

#### **PURPOSE:**

This refunds policy outlines factors that will be considered when a request for a refund of international students' fees is made to the school. This policy should be read in conjunction with the Education (Pastoral Care of International Students) Code of Practice 2016 and the Education Act 1989.

#### **REQUESTS FOR A REFUND OF INTERNATIONAL STUDENT FEES**

The school will consider requests for a refund of international student fees provided the request is made in writing to the school within twelve months after the final enrolment date of the student.

In order to be eligible for any tuition refund the Parents must apply in writing to the School's International Office, setting out the special circumstances of the claim. A request for a refund must set out the circumstances leading to the refund, name the person requesting the refund, name the person who paid the fees, provide a bank account to receive any eligible refund (usually the Parents' or Student's bank account) and provide any relevant supporting documentation. If the Parents are not satisfied with the decision made by the International Office, they may write to the Principal or the Board of Trustees. If the issue is not resolved via the School's internal process, the Parents may lodge a formal complaint by filling in the following form:

<http://www.nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/formal-complaint-form.pdf>

A \$300 refund administration fee applies to every refund made.

#### **REFUND OF TUITION FEES**

##### **REQUESTS FOR A REFUND FOR FAILURE TO OBTAIN A STUDY VISA**

If an international student fails to obtain an appropriate study visa, a refund of international student tuition fees will be provided less a refund administration fee of \$300.

##### **REQUESTS FOR A REFUND FOR VOLUNTARY WITHDRAWAL:**

If an international student voluntarily withdraws *prior to* the start date of their enrolment, a refund will be provided less a refund administration fee of \$300.

If an international student voluntarily withdraws *after* the start date of their enrolment, a minimum of ten weeks' notice of withdrawal must be received by the school in writing. Where notice of less than 10 weeks is given, one full term's fees will be retained.

Administration, course, homestay placement and insurance fees are non-refundable after the student has started their course.

NCEA fees may be refundable if these have not yet been paid to NZQA.

The school may in its sole discretion, request further information or evidence in support of a refund request.

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## **REQUESTS FOR A REFUND FOR FAILURE TO PROVIDE A COURSE, CESSATION AS A SIGNATORY OR CESSATION TO BE A PROVIDER:**

If the school fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the school will negotiate with the student or their family to either:

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

## **CIRCUMSTANCES WHERE NO REFUND WILL BE MADE:**

No refund of international student tuition fees will be made where:

- A student's enrolment is brought to an end by the School, or
- Where a student changes to domestic student status during the period of enrolment, or
- Where a student voluntarily requests to transfer to another signatory.

## **REFUND OF OTHER FEES**

### **REQUESTS FOR A REFUND OF HOMESTAY FEES**

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

Where a student moves from a school homestay and requests a refund of any unused homestay fees, these will be refunded less the school's notice-period fee.

### **REQUESTS FOR A REFUND OF CONTINGENCY FEES**

If for any reason, an international student withdraws *after* the start date of their enrolment, any unused contingency fees will be refunded.

### **OUTSTANDING ACTIVITY FEES OR OTHER FEES**

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

### **REFUND ADMINISTRATION FEE**

For any refund made a Refund Administration Fee of \$300 will be charged.

\*Source: Adapted from: SIEBA Refund Policy Guideline, 2018

Reference: NZQA Guidelines for the Education (Pastoral Care of International Students) Code of Practice 2016