

PART THREE (OF AGREEMENT/CONTRACT OF ENROLMENT):

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

INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT (When placing a student in a School Approved Homestay)

Terms and Conditions:

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

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

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

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

Application Form means the standard enrolment application form.

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

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

Homestay has the meaning as set out in the Code.

Homestay Carer means a Residential Caregiver responsible for the Student living in the Homestay.

Parents means the Parents referred to in the Application Form.

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

Homestay Carer Agreement means an agreement between the School and the Homestay Carer.

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 or, in appropriate circumstances, education provided to the Student by the School through online, remote or distance learning.

All other terms have the same meaning as in the Contract of Enrolment.

2. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to live at an Accommodation approved by the School in line with the requirements of the Code.
3. The Parents and Student agree to the following terms and conditions of the Accommodation:
 - (a) The School, Parents, and Student agree that all information regarding the Residential Caregiver, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:
 - (i) To the Student, the Parents or Residential Caregiver (as the case may be);
 - (ii) To any professional consultant or such person where it is in the interests of the Student to provide the information;
 - (iii) According to any statutory or other legal duty.
 - (b) The Parents agree that if behaviours or conditions of the Student emerge after placement with a Residential Caregiver such that the Residential Caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement, and/or require the Student to return to the care of the Parents overseas or in Auckland New Zealand, unless the School has confirmed its ability and capacity to manage the Student's condition or needs through an appropriate care plan and suitable accommodation arrangements. Where the School confirms that it is able to continue this Agreement and the Student's enrolment, it may invoice and charge the Parents additional fees for any additional or special care, support and supervision required to be provided by the School and/or the Caregiver.
 - (c) The Parents or the Student have the right under the Privacy Act 2020 to see and request corrections of any personal information held by the School concerning them in relation to the Student's placement with a Residential Caregiver.
 - (d) Under the Privacy Act 2020, any information collected may be provided to education authorities.
 - (e) These terms and conditions may be changed by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.

Initialed by: _____ (parent) _____ (student)

4. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):
 - (a) Charge the Parent such fees as required to pay for any requirements due to providing misleading information or the lack of disclosure, and to pay for any additional or special care, support and supervision required to be provided by the School and/or the Caregiver; or
 - (b) Terminate this Agreement.
5. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
 - (a) the Residential Caregiver and the School entering into a Homestay Carer Agreement or a Designated Caregiver Agreement; and
 - (b) the School's usual requirements and policies relating to the Accommodation.
6. The School will ensure that to the best of its ability:
 - (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
 - (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
 - (c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the School;
 - (d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and
 - (e) The Student only engages in lawful, responsible and positive recreational activities outside of School.
7. Unless otherwise agreed in writing by the parties, the Parents agree for the Student to travel and stay overnight within New Zealand in the care of their Residential Caregiver for not more than seven days where the travel does not involve the Student participating in any activities that the School considers high risk, or result in the Student missing any scheduled school days. If the Student is traveling with natural parents, nominated family members, relatives, or friends, the tour must be registered with the School for pre-approval at least two weeks prior to the departure date. No scheduled school days may be missed for tours or entertainment.
8. The School will seek specific written consent from the Parents for travel or overnight stays of more than seven days and will advise that such travel or overnight stays must not result in the Student missing any scheduled school days, unless otherwise approved by the School under exceptional circumstances
9. The Student will seek specific written consent from the School before the Student, being a Student of any age, participates in any activities the School considers high risk. The School will only give such consent where approved by the Parents.
10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include regular check-ins with both the Student and the Residential Caregiver.
11. Unless otherwise agreed in writing, the Student will be entitled to start their Homestay at the Accommodation 3 days before the Period of Enrolment (as that term is defined in the Contract of Enrolment) starts and 3 days following the end date of the Period of Enrolment (as that term is defined in the Contract of Enrolment). Should this Agreement be terminated before the expiry of the Period of Enrolment the Student will be required to move out of the Accommodation immediately. The School may, at its sole discretion, and without being required to do so, extend the time for the Student to move out of the Accommodation. Any such extension shall be given in writing and shall be without prejudice to the School's right to later insist that the Student immediately move out of the Accommodation.

Expectations

12. The Student will comply at all times with the Accommodation Rules and Requirements and the Parents shall work with the School to ensure such compliance.
14. In the event that the Student is removed from a Residential Caregiver for any reason, the School will take all reasonable steps to find, over a reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.
15. 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

16. The Parents must pay all accommodation fees to the School according to the School's fee schedule as defined in the applicable Contract of Enrolment. Where accommodation replacement(s) occur during the Student's enrolment, and such replacement(s) are due to changes in the Parents' or Student's accommodation plans, or changes in the Student's circumstances requiring additional care or support within the accommodation that the caregiver(s) are unable to provide, or the Student's breach of the Accommodation Rules and Requirements, or breach of the Accommodation Agreement, the School will charge an Accommodation Replacement Fee.

Termination

16. The School reserves the right to terminate this Agreement if the Student is in breach of the School's Accommodation Rules and Requirements.
17. Where the Student is removed from a Residential Caregiver due to the Student's special needs and requirements, or changes in the Student's circumstances requiring additional care or support within the accommodation that the caregiver(s) are unable to provide, and the School is unable to recruit, confirm, or approve suitable accommodation with residential caregiver(s), the School may terminate this Accommodation Agreement and Contract of Enrolment, or may require the Student to be under the care of their natural parent(s).

Initialed by: _____ (parent) _____ (student)

18. If the Student's contract of enrolment is terminated the parties agree that this shall constitute a breach of the Accommodation Rules and Requirements and this Agreement may be terminated as a consequence.
19. Where this Agreement is terminated, fees may be refunded according to School Policies.

General

20. This Agreement shall be construed and take effect according to the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents:
 - (a) submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (b) agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1996 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
21. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be considered to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be considered to have been received when acknowledged by the party or by return email.
22. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
23. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.

Disputes

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

SIGNING

Parents

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

Name(s): _____

Signature(s): _____

Date: _____

Student

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

Name: _____ Signature: _____

Date: _____

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: _____

Note: Please upload signed page as a supporting document for the student's application.