

# INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT



## PART ONE: APPLICATION FORM (Online only: <https://wsc.enrol.school.nz>)

## PART TWO: AGREEMENT/CONTRACT OF ENROLMENT

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

### Terms and Conditions:

#### Definitions

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

**Accommodation** means the school approved or agreed residential accommodation provided to the Student, including the Students' accommodation with natural parents, a parent-designated caregiver (DCG) or a homestay caregiver.

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

**Act** means the Education and Training Act 2020.

**Agreement** means this Agreement (Contract of Enrolment) including these terms and conditions and any schedules.

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

**Code** means the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

**Designated Caregiver** has the meaning as set out in the Code: a relative or close family friend designated in writing by a parent or legal guardian of international learner under or over 18 years as the caregiver and accommodation provider for the learner.

**Disciplinary Action** includes termination of this Agreement and other disciplinary actions, and can include actions that would be described as Written Warning, Stand-down, suspension, expulsion and exclusion if applied to a Domestic Student.

**Domestic Student** means a domestic student as defined in Section 10 of the Act.

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

**Fee Schedule** means the schedule of fees for Tuition, Accommodation and other charges, which is available from the School on request and may be updated from time to time.

**Homestay** has the meaning as set out in the Code: the accommodation provided to an international learner under or over 18 years in the residence of a family or household in which no more than 4 international learners are accommodated.

**International Student** means an international student as defined by section 10 of the Act.

**Legal Guardian** means the person or persons who are legally the guardian(s) 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 an offer of place issued by the School to the Student for them to provide to Immigration to obtain a visa that qualifies them to enroll at the School as described in cl 13.

**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: a homestay carer; or a designated caregiver; or in the case of temporary accommodation, a supervisor who is responsible for the care of international learners.

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

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

**Termination** means termination of the Agreement.

**Tuition** means the education of the Student at the School or, in appropriate circumstances, education provided to the Student by the School through online, remote or distance learning.

**Period of Enrolment** means any period for which Fees are paid and for the purpose of this Agreement the enrolment of the Student begins on the course start date stated in the Student's Offer of Place and ends on the course end date stated in the Student's Offer of Place, or on such earlier date as the parties agree or the School terminates the Agreement according to clause 33 or 35 of the Agreement.

**Welfare Issue** means any situation where the School holds a concern about the Student's safety or wellbeing, or where the School considers it cannot meet its obligations under the Code and/or the Act with respect to the Student's health and safety for any reason.

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

## Preliminary Provisions

2. The Agreement is declared to be a contract of enrolment in terms of section 10 of the Act.
3. The School shall provide Tuition to the Student in line with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.

## Terms of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student starts on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student for the renewed term.
6. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School organized trip the School's responsibility for the Student shall end upon the Student's departure and resume upon the Student returning to New Zealand.
7. This Agreement is considered to be written agreement from the Parent that the School is not responsible for the Student's day-to-day care where the student is in the custody of a Residential Caregiver who is a supervisor for the Student while the Student is in temporary accommodation which is not coordinated, supervised or managed by the School, or/and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purpose of supervising them during the Period of Enrolment.
8. The School is not responsible for the Student's day-to-day care where the Student is in the custody of a person approved by the Parent as part of a transfer-of-care arrangement during enrolment made in accordance with the Code.
9. During the Period of Enrolment the Student must keep both the School and residential caregivers reasonably informed of their whereabouts, including notifying them if the Student intends to stay overnight at an address other than their School-approved caregiver's registered address, travel overnight, or intends to leave New Zealand during the Period of Enrolment, and a minimum two weeks' advance notice and registration with the School are required for such arrangements.

## Accommodation

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

11. The Parents and the Student agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.
12. The Parents irrevocably authorize the principal of the School (or such other person as may be appointed by the School to carry out the principal's duties) to inform the Residential Caregiver (whether or not arranged through the School) of all matters and information required to be provided to the Parents and agree to appoint the Residential Caregiver in New Zealand to receive such information in place of the Parents.

## Immigration and Insurance

13. Upon this Agreement being signed by all parties, the School may issue the Student with an Offer of Place to provide to Immigration New Zealand to obtain a visa that qualifies them to enroll at the School.
14. This Agreement is at all times conditional on the Student obtaining a visa that qualifies them to enroll at the School and the School may on reasonable grounds, terminate this Agreement and withdraw an Offer of Place or at any time before the Student is issued such a visa.
15. The Parents and Student agree to comply with the visa requirements as set out in the Immigration Act 2009, and any visa conditions applicable to the Student's stay in New Zealand. The Parents and Student understand that the School has an obligation to report any breaches of the visa requirements to the appropriate immigration authority. Visa conditions include, but are not limited to: having sufficient funds for living and studying in New Zealand, attending classes at all times unless there are genuine reasons for any absences, and making satisfactory academic progress, living with a parent or legal guardian if required.
16. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
17. 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 at the time of enrolment, or no later than the date the Student commences travel to New Zealand and starts at the School. If appropriate evidence is not provided, the School may organize insurance it considers appropriate and pass on this cost to the Student or Parents.
18. The Parents agree they have read the policy details for the Student's travel insurance policy and any other relevant information provided by the insurer from time to time and:
  - (a) accepts all exclusions that apply to the insurance policy and
  - (b) agrees that where the school arranges insurance on behalf of the Parents, the Parents have disclosed all medical conditions to the School that may affect insurance cover.
19. The Parents agree to cover any costs for the Student that are excluded by the Student's travel insurance policy and are not otherwise covered by publicly funded medical services in New Zealand. For the avoidance of doubt, the Parents agree that the School is not responsible for any costs incurred on behalf of the Student that are excluded by the Student's travel insurance policy or not covered by publicly funded medical services in New Zealand.

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

20. In the event that the Student's status changes such that they are eligible to be enrolled in a school in New Zealand as a Domestic Student, this agreement will be deemed to be terminated on the date on which the School is advised of this change and any future enrolment will be determined in accordance with that status.

#### Fees

21. The Fees 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 relating to the payment of Fees. Any costs not included in the School invoice, such as Outdoor Education (subject) fees, camp fees, sports club fees, and similar charges, are payable by the Student or the Parents during the term of this Agreement. The Parents and the Student authorize the School to apply any refundable funds (including any unused or remaining balance of the Homestay Fee, Contingency Fee, and Airport Transfer Fee) toward any outstanding costs. These may include, but are not limited to: additional transfer costs, homestay replacement costs out of the Student's misbehaviour or the Parents or Student's changes in the Accommodation plan, and subject-related fees (for example, where the Student selects more than one Technology subject), school-organized sightseeing and entertainment activities, additional costs associated with holiday occasions. When the Student is away on trips or holidays during school weeks or term breaks (typically two weeks), the School may still be required to pay the standard accommodation fee to the caregivers, to cover the cost of reserving the Student's room, which cannot be used or allocated for other purposes.
22. If Tuition is terminated by the School during a Period of Enrolment, any refund of the Fee applicable to that Period of Enrolment will be assessed according to the refund policy which is annexed to this Agreement as Schedule Three, as updated by the School from time to time.

#### Information, Warranties and Acknowledgements

23. The Parents and Student agree to provide the School with educational, medical, financial, or other information relating to the Student as may be requested from time to time by the School. If the Parents or/and Student provide misleading information or fail to disclose information about the Student to the School, such that the School has to change or modify the nature of enrolment, the level of Tuition or Accommodation required by the Student, the School may charge the Parents such fees as required to adequately compensate for such extra requirements or terminate the Agreement. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents must notify the School of any changing conditions in relation to the Student.

24. The Student and the Parents confirm that:

- (a) The Student does not suffer from any medical or behavioural condition (including, but not limited to, mental health conditions, allergies, and addictive behaviours) that may negatively impact the health, safety, or education of the Student or any other student at the School, except as disclosed in the Application Form;
- (b) The Student does not have any medical or other needs or special needs that require extra support, except as disclosed in the Application Form;
- (c) Where there is a change in circumstances such that the Student develops any medical or behavioural

condition (including, but not limited to, physical or mental health conditions, addictive behaviours, allergies, or injuries resulting from an accident), or other special needs, or requires additional care, support, or supervision during the term of this Agreement, the School may terminate this Agreement and/or require the Student to be under the care of the Parents overseas or in 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 residential Caregiver.

- (d) The Student has never been charged with or convicted of any crime, and is not the subject of other proceedings before any court, except as disclosed in writing on the Application Form;
- (e) All information in the Application Form is true and correct to the best of their knowledge and belief.

25. The Parents and Student acknowledge that:

- (a) The School may obtain, at any time, from the Parent and Student, and any person or organization any information it requires to process and/or accept the Student for admission to the School, or to continue the Student's enrolment, or renew this Agreement with the School, or to perform or complete any of other purposes under this Agreement. The Parents and the Student authorize any such person to release to the School any personal information that person holds concerning the Student and/or Parents.
- (b) If the School considers that it is unable to carry out its responsibilities or fulfil its obligations due to the Student's and/or Parent(s)' failure to provide any information requested in relation to the Student's admission to the School, the Student's current welfare, behaviour, development, or the renewal of this Agreement, the School may decline to process the Student's application for enrolment or renewal of enrolment, or may discontinue this Agreement.
- (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code and approved by the School. If this condition can no longer be met, such that a school-approved homestay is not available due to the Student's misbehaviour or new or special needs and request, 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 and Accommodation, or continue 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 acceptance of the Accommodation Rules and Requirements and an Accommodation Agreement being entered into by the School, the Student, and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to acceptance of the Accommodation Rules and Requirements and a Designated Caregiver Agreement being entered into by the School, the Student, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Rules and Requirements, or of the Accommodation Agreement, or of the Designated Caregiver Agreement, will be considered to be a breach of this Agreement.

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

- (f) All personal information provided to the School is collected and will be held by the School.
- (g) The Student and Parents have the right under the Privacy Act 2020 to obtain access to and request corrections of any personal information held by the School concerning them.
- (h) Under the Privacy Act 2020, any information collected may be provided to education authorities.
- (i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant people outside the School, at the discretion of the School.
- (j) Where necessary to carry out any process under this Agreement, or to make any decision concerning the Student, the School may disclose personal information to any person, including but not limited to immigration authorities, airlines, travel agents, clinics.
- (k) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School, including social media posts by school staff, unless otherwise agreed in writing by the parties.

26. Where the Student turns 18 during the Period of Enrolment, the Student will remain bound by this Agreement as though they personally signed the Agreement, unless otherwise agreed in writing between the Parents and the School.

Where the Student turns 18 or is 18 at the time of this Agreement, the Student and the Parents acknowledge that this Agreement may prohibit the Student from taking part in activities that would otherwise be lawful due to their age.

**Consent**

27. The Parents and the Student, who have signed this Agreement appoint and authorize 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 the Student and any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information;
- (b) Provide agreements on the Student's behalf in the event of a medical emergency where it is not reasonably possible to contact the Parents.

28. The School shall seek specific written consent of the Parents before the Student, being a student of any age, participates in any activity either organized by the School or by another party, which the School considers to be high risk or an activity that is organized by the School and requires the Student to stay away from their regular accommodation overnight.

29. Except in the circumstances described in clause 28, this Agreement is considered to be written consent of the Parents for any activity organized and/or supervised by the School, including trips and physical activities, regardless of whether agreement is sought from domestic students in relation to the same activity.

30. Unless otherwise agreed in writing by the parties, this Agreement is considered to be written consent for leisure travel or stays organized and supervised by the Student's Residential Caregiver where the travel is within New Zealand for a period of not more than seven days and does not result in the Student missing any scheduled school days; during the term of this Agreement, 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.

**Conduct, Welfare, Discipline and Termination**

31. The Student will comply at all times with School policies, the Code and the Act, and follow the School's instructions. The Parents shall work with the School to ensure such compliance. This includes compliance with the School International Student Code of Conduct in Schedule One, Accommodation Rules and Requirements in Schedule Four, and any amendments made by the School during the Period of Enrolment.

32. In the event of any breach of this Agreement by the Student or the Parents, the School may take any Disciplinary Action it considers appropriate, including, written warning, stand-down, terminating this Agreement, and (if applicable) notifying Immigration New Zealand of its decision to terminate the Agreement.

33. Without limitations, the following actions shall be considered to be breaches of this Agreement which may warrant Disciplinary Action:

- (a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
- (b) Any breach of the School International Student Code of Conduct by the Student;
- (c) Any breach of the Accommodation Rules and Requirements, Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;
- (d) Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;
- (e) Any act by the Student during the Period of Enrolment that threatens the education of any other Student;
- (f) Any breach of clauses 16 or 17 of this Agreement or of the warranties contained in clause 24 of this Agreement;
- (g) Failure to make payments invoiced according to the Fee Schedule; and
- (h) Any other breach of this Agreement

34. Where appropriate, the School will follow the process set out in the Investigation Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers as stated in clause 32 of this Agreement, but nothing in this Agreement shall limit the power of the School to immediately terminate this Agreement for serious misconduct or to require the Student not to attend the School pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.

35. The School may terminate this Agreement if there is a Welfare Issue and the School forms the view that it cannot reasonably continue to meet its obligations under the Code or the Act with respect to the health and wellbeing of the Student within the School and at the School-approved Accommodation.

36. Where appropriate, the School will follow the process set out in the Investigation Policy which is annexed to this Agreement as Schedule Two when exercising the power in clause 32 of this Agreement, but nothing in this Agreement shall limit the power of the School to take urgent action, including terminating this Agreement where it considers that it is necessary or appropriate.

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

## General Matters

37. 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.
38. 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.
39. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be considered to have been received ten (10) days after posting.
40. Notices may also be given by sending an email to the email addresses specified on the School website or as advised by school when an offer of a place is provided to the Student, Parent, or Agent, and will be considered to have been received twelve (12) hours after it has been sent.
41. This Agreement contains the entire understanding between the parties. The terms of the Agreement may only be changed by the School in consultation with the Student, and Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall remain in force for the duration of the Period of Enrolment, or any renewed enrolment with the School, unless otherwise amended or terminated by the School in accordance with this Agreement.
42. The School shall at all times comply with the Health and Safety at Work Act 2015.
43. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
44. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
45. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.
46. The parties agree that any dispute in relation to this Agreement will be resolved in line with the Code and the School Policies.

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

## PARENTS' AND STUDENTS' DECLARATION AND AUTHORISATION

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

**Key Terms:** This Agreement includes provisions:

- (i) that allow the School to discipline the Student, including by termination of this contract and their enrolment, or to remove them from the School on health and welfare grounds;
- (ii) that control and limit the Student's rights of refund when Enrolment ends early;
- (iii) that require the Parents to make full disclosure of all relevant information during the initial enrolment period, including if they intend to change their enrolment status from international student to domestic student;
- (iv) that continue to apply to the Student after they turn 18; and
- (v) that provide consent for the School to permit certain activities without further agreement from the Parents;

*This is an important legal document, please read all clauses carefully.*

**By signing this Agreement, you confirm that all of the information in the Application Form is true and complete.**

### SIGNING

#### Parents

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

#### Student

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

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

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

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

#### 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 scan this signed page and upload it as a supporting document for the student's application.

# Western Springs College International Student Code of Conduct

(Schedule One of AGREEMENT/CONTRACT OF ENROLMENT)

Guided by our school's four key values — Diversity, Creativity, Fairness, and Sustainability — this International Student Code of Conduct outlines the expected behaviours and responsibilities of international students.

Its purpose is to foster a safe, inclusive, respectful, and supportive learning and living environment, enabling all international students to thrive both at school and within their accommodation arrangements.

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## 1. Respect and Responsibility

International students are expected to:

- 1) Comply with all laws of New Zealand and with all School rules, policies, and procedures.
- 2) Treat all members of the school community, including students, teachers, staff, visitors, caregivers, and caregivers' family members fairly, respectfully, and with dignity.
- 3) Respect school property, caregivers' property, and the property of others at all times.
- 4) Be honest and take responsibility for their actions at school, at the caregivers' property and in the public.
- 5) Use appropriate language and behave in a respectful and considerate manner.
- 6) Be punctual and prepared for classes, and return home by the required time in accordance with the Accommodation Rules and Requirements.
- 7) Refrain from fighting, threatening, verbally abusing others, or encouraging such behaviour toward students, staff, or caregivers.
- 8) Not steal, vandalize, or intentionally or carelessly damage property at school, at caregivers' homes, or in public spaces, including causing permanent stains, marks, colours, or odours.
  - a. Loaned items must be returned on time.
  - b. Damaged items or property must be repaired or replaced promptly at the Student's cost.
  - c. School or caregivers' furniture must not be moved, altered, or replaced without permission.
  - d. Additional furniture must not be purchased or brought into the caregivers' property, including the student's bedroom, without permission.
- 9) Not use the names of school staff or accommodation caregivers for personal contracts (e.g. mobile phone plans or gym memberships) unless pre-approved by both the school and the caregiver(s).
- 10) Not enter restricted or private areas without permission, including designated school learning spaces, caregivers' private areas, or spaces reserved for staff or family members only.

## 2. Learning, Living, Participation, and Communication

International students are expected to:

- 1) Attend school regularly and punctually.
- 2) Actively engage in learning and complete all assigned work to the best of their ability, both during and after school.
- 3) Participate responsibly in daily life at the caregivers' home and communicate promptly with the International Student Office and caregivers regarding any travel plans, schedules, issues, and special events, as well as any changes to these arrangements.
- 4) Participate in class discussions, school activities, and caregiver-organized activities, and seek assistance when needed.

## 3. Safety and Wellbeing

International students are expected to:

- 1) Follow all school safety rules, procedures, and instructions at school and at the caregivers' property.
- 2) Attend all timetabled classes, reside only at the caregiver address registered and approved by the school, and travel according to schedules approved by the International Student Office.
- 3) Take responsibility for their own safety and wellbeing, as well as the safety and wellbeing of others.
- 4) Avoid all forms of bullying, harassment, and discrimination, and report any incidents immediately to school staff, caregivers, or the New Zealand Police (particularly in public settings or emergencies).

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

- 5) Not own or drive a vehicle unless pre-approved by the School/ International Student Office.
- 6) Not bring, use, or consume alcohol, drugs, cigarettes, or vaping devices of any kind at school or at the caregivers' property, unless explicitly permitted by both the school and caregivers.
- 7) Not access, possess, or bring to school or caregivers' property any pornography or offensive materials, including written, visual, or digital content.
- 8) Not bring or use dangerous materials at school or at caregivers' property without permission, including but not limited to imitation or look-alike weapons or toys.

#### **4. School Environment**

**International students are expected to:**

- 1) Dress appropriately and wear suitable clothing for learning and workplace environments, including required gear or uniforms for specific classes such as Physical Education, Dance, Food Technology, and school trips (e.g. appropriate walking shoes).
- 2) Maintain a clean, tidy and sustainable school environment.
- 3) Respect school facilities and resources.
- 4) Follow instructions from teachers and school staff.
- 5) Do not use mobile phones on school grounds, including during classes, learning activities, assemblies, and breaks, unless explicitly permitted by a teacher or staff member for learning, medical, or emergency purposes. Mobile phones must be switched off and kept out of sight during school time, in accordance with school policies.

#### **5. Accommodation Environment**

**International students are expected to:**

- 1) Maintain a clean, tidy, healthy, and safe living environment at the caregivers' property, including shared spaces (such as kitchen, dining room, lounge, bathroom) as well as their own bedroom and bathroom.
- 2) Respect the caregivers' guidance regarding the use of space, facilities, furniture, and resources within the properties, and cooperate with the regular checks of their bedroom, including the ventilation, cleanliness, tidiness, safety, appropriate use of the facilities, spaces, and the arrangement of furniture and clothing.
- 3) Always follow the reasonable instructions given by the caregivers and School staff members.

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

## Investigation Policy

(Schedule Two of AGREEMENT/CONTRACT OF ENROLMENT)

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

### Overview

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

### General Policy

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

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

### Stage One: Incident Investigation

10. When the School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise warrant a Disciplinary Action or which may constitute a Welfare Issue, the School will notify the Student of the Situation and will provide the Student with an opportunity to give a response.
11. Where appropriate, having regard to the seriousness of the Situation, the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the Situation.
12. When the School makes a decision about the Situation it will advise the Student and Parent, in writing if possible, about its conclusion as to what happened and whether it considers that it requires some kind of formal response – whether Disciplinary Action, Termination or other intervention.

### Stage Two: Outcome Discussion

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

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

**Western Springs College Refund Policy**  
(Schedule Three of AGREEMENT/CONTRACT OF ENROLMENT)

**Requests for a refund of international student fees**

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

**Non-Refundable Fees**

3. The School is unable to refund some fees. The following fees relate to expenses that the School may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:
  - a. **Administration Fee:** Administration fees meet the cost of processing an international student application. Administration fees exist whether an application is accepted or not or whether a Student remains enrolled after an application is accepted.
  - b. **Insurance:** Once insurance is purchased, the School is unable to refund insurance premiums paid on behalf of a student. Students and Parents may apply directly to an insurance company for a refund of premiums paid.
  - c. **Homestay Placement Fee:** Homestay placement fees meet the cost of processing a request for Homestay accommodation by the student. Costs incurred for arranging Homestay accommodation for the Student prior to the refund request cannot be refunded.
  - d. **Used Homestay Fees:** Homestay fees paid for time the Student has already spent in a Homestay cannot be refunded. Used Homestay fees may also include a notice period of two weeks.
  - e. **Portion of Unused Tuition Fees:** The School may retain a portion of unused tuition fees to cover costs already incurred or committed. As student places are limited and in high demand, the School may establish a minimum enrolment period during the application process. Consequently, retained amounts may include the unused tuition fee for that specified minimum period, ranging from one to three terms.
  - f. **Commission fees to the agent:** Where a student withdraws after the commission has already been paid by the School to the agent as part of the School's committed costs to cover the agent's services relating to the student's recruitment, enrolment, student support, or accommodation placement, the amount of the commission paid will be deducted from any refund payable to the student.

**Requests for a refund for failure to obtain a study visa**

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

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

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

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

7. If the Student voluntarily withdraws **21 days or more before the start date of enrolment**, a refund will be provided less any non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

8. If the Student voluntarily withdraws **less than 21 days before the start date of enrolment**, other than where they have failed to obtain an appropriate visa and have provided evidence of this, a refund may be provided less the first School Term's tuition fees, and one subsequent School Term's tuition fees, and any other relevant non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.
9. If the Student voluntarily withdraws after enrolment has commenced, a minimum of one (1) term or ten (10) weeks' tuition notice is required. Any refund payable may be calculated less the incurred and current School Term's tuition fees, at least one subsequent School Term's tuition fees, and any other relevant non-refundable fees as outlined in this policy.

The notice period will begin the day after the School receives written notice of the Student's intention to withdraw from enrolment and the student may continue to attend school during the notice period. The notice period does not include weeks that fall during scheduled school holidays. In the event that less than 10 weeks' notice is given, refunds may be calculated based on the refund that would have been due if the termination had taken place 10 weeks after notice was given.

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

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

**Other circumstances where a refund request may be considered:**

**Where a student's enrolment is ended by the School**

- 12 In the event the Student's enrolment is ended by the School for a breach of the contract of enrolment, Accommodation Rules and Requirements, Accommodation Agreement, or Designated Caregiver Agreement, or as a consequence of a Welfare Issue, then the School will consider a request for a refund less:
  - a. Any non-refundable fees set out in this policy;
  - b. The incurred and current School Term's tuition fees and at least one subsequent School Term's tuition fees; and
  - c. Any other reasonable costs that the School has incurred in ending the Student's enrolment.

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

- 13 If a Student changes to a domestic student after enrolment has commenced, this contract will be treated as being terminated on the date that the School is advised of this change of status. The student will be treated as having voluntarily terminated the Agreement on this date and any refund will be calculated accordingly. The Student will be treated as having given no prior notice for the purposes of cl 9 of this policy. Where the Student, Parent, or Agent has advised the School in writing during the application process of the Student's intention to apply to Immigration New Zealand for a visa that may result in a change of status, the School reserves the right to retain tuition fees for the incurred and current term, as well as one subsequent School term.

**Where a Student voluntarily requests to transfer to another signatory**

- 14 If a Student requests to transfer to another signatory after the commencement of their enrolment, a minimum one (1) Term or ten (10) tuition weeks of prior notice is required. This notice period does not include weeks that fall during scheduled school holidays. The notice period will begin the day after the School receives written notice that the Student requests to transfer to another signatory. Where less than 10 weeks' notice is given, any refund may be calculated based on the refund that would have been due if the termination had taken place 10 weeks after notice was given. The School may retain tuition fees for the incurred and current term, as well as one subsequent School term.

**Refund of other fees**

**Requests for a refund of unused Homestay fees**

15. If for any reason, the Student withdraws after their stay in a School Homestay, any unused Homestay fees will be refunded, less any relevant non-refundable fees set out in this policy. As a minimum of two weeks' written notice must be given by the School to the host family before a student moves out of a homestay, a two-week homestay fee remains payable to the host family, regardless of whether the student continues to stay during this period, unless otherwise agreed between the School and the host family.

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

16. Where the Student moves from a School Homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this policy. As a minimum of two weeks' written notice must be given by the School to the host family before a student moves out of a homestay, a two-week homestay fee remains payable to the host family, regardless of whether the student continues to stay during this period, unless otherwise agreed between the School and the host family.
17. 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 result from the Student's misbehavior, breach of the Accommodation Rules and Requirements, or breach of the Accommodation Agreement or Designated Caregiver Agreement, the School will charge an Accommodation Replacement Fee.

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

18. Except by written request from a Student or their Parent, prepaid refundable fees unused at the end of enrolment amounting to less than **NZD\$500** may, when applicable, be refunded to the Student via a Visa gift card or gift voucher (e.g. Prezzy card) by the School. Sums greater than **NZD\$500** will be refunded into a parent's nominated bank account. Any refund requested prior to the end of the enrolment period shall incur a **NZD\$250** administration fee, charged by the School for processing the additional refund procedure, which may be deducted from the refundable amount. Any banking or transaction fees charged by banks in relation to the refund must be borne by the payee, typically the Parents.

#### **Outstanding activity fees or other fees**

19. Any activity or other fees incurred by the Student during enrolment and owed to the School at the time of withdrawal or the end of enrolment, will be deducted from any eligible refund.

#### **Refunds to be made to the country of receipt**

20. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000 or more received from outside of New Zealand will be refunded to a parent's nominated bank account in the source country. The School will require overseas refunds to be sent back to the exact same account used for the original transaction primarily to combat fraud and comply with international regulations.

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

21. A decision by the School relating to a request for a refund of fees will be provided to the student or Parent in writing and will set out the following information:
  - a. Factors considered when making the refund decision;
  - b. The total amount to be refunded; and
  - c. Details of non-refundable fees.
22. In the event the Student or the Parent is dissatisfied with a refund decision made by the School or is dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the Study Complaints, Disputes Resolution Scheme.

Initialed by: \_\_\_\_\_ (Parent) \_\_\_\_\_ (Student)

# Western Springs College Accommodation Rules and Requirements

(Schedule Four of AGREEMENT/CONTRACT OF ENROLMENT)

This Accommodation Rules and Requirements set out the requirements for the Student while residing in School-approved accommodation with natural parents, homestay parents, or parents' designated caregivers.

1. **Comply with all laws** of New Zealand as well as **school's Accommodation Rules and Requirements, Accommodation Agreement, and Designated Caregiver Agreement**. The Student must comply with all accommodation rules, expectations, and curfews set by the School and the Caregiver, including any relevant School policies.
2. **Avoid unsafe or risky behaviour**. The Student must not engage in any social or leisure activities that may place themselves or others in unnecessary danger or risk of harm. This includes avoiding situations that may give rise to suspicion or allegations of such activities.
3. **Respect the Caregiver's property, privacy, and values**. The Student must maintain a clean, tidy, healthy, and safe living environment at the caregiver's property, including shared spaces (such as the kitchen, dining room, lounge, and bathroom), as well as the Student's own bedroom and bathroom. The Student must respect the caregiver's guidance regarding the use of the above shared spaces and the facilities, furniture, and resources within the caregiver's property, and cooperate with regular checks conducted by the caregiver or relevant School staff of the Student's bedroom. These checks may include ventilation, cleanliness, tidiness, appropriate use of facilities, furniture and space arrangements, and matters relating to the safety and wellbeing of the Student and other host family members, including any items relevant to their safety and wellbeing.
4. **Respect household guidelines**. Each Caregiver family may have slightly different but reasonable household guidelines. Students must follow these and consult the International Office if any concerns or issues arise.
5. The Student must **inform the Caregiver** immediately **of any health problems or wellbeing concerns** so appropriate support can be provided and the School can be informed.
6. The Student should **maintain appropriate sleep and wake times** to ensure they arrive at School on time and are ready to learn. The Student is not permitted to stay up later than 10:30pm on week days, and not later than 11:30pm on weekends.
7. The Student must **keep the Caregiver informed of their whereabouts** at all times. The Student must obtain permission from the Caregiver, rather than merely informing them, before returning home after curfew.
8. The Student **must not stay in a hotel** during the day or night without the supervision of natural parent(s) or caregiver(s) unless it was registered and approved by the School in advance.
9. The Student must plan in advance and obtain permission from the Caregiver, rather than merely informing them, if they will return home late beyond **curfew**. The Student must return home no later than:
  - a. 6:30pm on weeknights (Sunday to Thursday)
  - b. 8:30pm on weekend nights (Friday and Saturday) for students 15 years or younger
  - c. 10:00pm on weekend nights (Friday and Saturday) for students 16 years and older
10. The Student must plan in advance and obtain prior permission from the Caregiver before **inviting any friends to visit**. Friends and visitors are only permitted under the following conditions, unless the Caregiver has agreed otherwise on a case-by-case basis:
  - a. When the Caregiver is present at home;
  - b. In the Student's bedroom, provided the door remains open at all times;
  - c. Visitors of the opposite sex must not remain in the Student's bedroom.
11. The Student must plan in advance and obtain permission from the Caregiver before staying overnight elsewhere.
  - a. **Sleepovers** are only permitted with another WSC-approved Caregiver.
  - b. The Student must provide all contact details to the Caregiver or School, including the host's name(s), physical address, home phone, and mobile numbers.
  - c. Sleepovers are only allowed on weekend nights (Friday and Saturday).
  - d. Sleepovers with students of the opposite sex or a partner are not permitted.
  - e. Caregiver supervision must be present at all times during the sleepover.
  - f. Sleepovers at a home that is not WSC-approved accommodation require prior approval and must be arranged through the WSC International Office in advance with at least two weeks' notice.
12. The Student is required to inform the School, Caregiver, and their natural parents of any romantic (boyfriend/girlfriend)

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

**relationship**, to ensure appropriate support for the Student's health, safety, and wellbeing. The School may, where for safeguarding, wellbeing, or pastoral care purposes, inform the Caregiver and/or natural parents of such relationships to support the Student in meeting expected standards of behaviour, wellbeing, safety, and educational goals.

13. The Student must **keep their bedroom tidy and assist with basic household tasks** such as washing or drying dishes, setting the table, taking out rubbish, washing their own laundry, and preparing their own breakfast and lunches.
14. The Student should place their dirty clothing in the **laundry** basket whenever the Caregiver offers to do the laundry. Students may also be required to do their own laundry and/or collect their washing from the clothesline.
15. The Student shall maintain appropriate personal hygiene by showering daily/regularly, or as otherwise advised by the caregiver(s) or School staff. Showers should generally be limited to 5–10 minutes and to one shower per day, unless otherwise agreed or instructed by the caregiver(s). The Student must leave the bathroom in the same condition as it was found after use. The Student is responsible for purchasing their own **personal toiletries**, such as shampoo, conditioner, body wash, toothbrush, and toothpaste.
16. The Student must **not engage in any activity that may damage the accommodation or result in unnecessary use** of household facilities or resources. This includes, but is not limited to, leaving heaters or other electrical appliances on unattended, excessive or unnecessary use of the washing machine or dryer without consulting the Caregiver, applying hair dye, vaping or smoking cigarettes, or any other activity that may cause damage to the property.
17. The Student must follow all School and Caregiver rules when using the **internet** connection. The School advises that all electronic devices are turned off by: 10:30pm on weeknights, (Sunday–Thursday), and 11:00pm on weekend nights (Friday–Saturday)
18. The Student are **responsible for the costs of their own** mobile phone usage, international calls, travel, and personal entertainment, including movie tickets, entry to parks, and other sightseeing or recreational activities. This may also include any additional accommodation or meal costs incurred when the Student chooses, or is invited by the Caregiver, to join the Caregiver for such activities.
19. The Student must **stay at their School-approved Caregiver's address each night** and must not travel overnight outside the town or city (as defined by the School) without prior permission from the School. The student must inform the Accommodation caregivers of any day trips or school trips they are undertaking or planning. All overnight travel must be registered and approved by the School. Requests must be submitted to the International Office at least two weeks prior to the planned departure date. This does not prevent the Student from travelling between the Caregiver's home and the School.
20. International Students are not allowed to own or drive a vehicle. The School may consider approving the Student over 18 years to own and drive a vehicle if the Student is living with the natural parent(s). **Prior written approval from the School is required before the over-18 Student purchases, owns, or drives a vehicle.** Before purchasing or operating any vehicle, the Student and Parent must provide the School one month in advance with their valid driver license for the School's pre-approval. Following the School's approval, the Student and Parent(s) must provide the School with the vehicle registration details and valid insurance documentation. Students holding a New Zealand restricted driver license must not carry any other students as passengers. The School reserves the right to withdraw its pre-approval or approval at any time if any of the above requirements are not met or maintained.

## **SIGNING for acceptance of the School's Accommodation Rules and Requirements**

**Parents: By signing below, the Student and Parents confirm that they have read and accepted the School's Accommodation Rules and Requirements, and that the Student agrees to be bound by them in all respects (initial each page):**

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

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

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

**Student: By signing below, the Student confirms that they have read and accepted the School's Accommodation Rules and Requirements, and that the Student agrees to be bound by them in all respects (initial each page):**

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

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

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

## 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](http://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.

## PART FOUR(OF AGREEMENT/CONTRACT OF ENROLMENT):

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

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

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

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

Name of parent one: \_\_\_\_\_

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

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

Name of caregiver two:  
(e.g. partner of relative or close family friend): \_\_\_\_\_ (together the **Designated Caregivers**, each a **Designated Caregiver**)

Address: \_\_\_\_\_  
\_\_\_\_\_ (the Caregiver's **Residence**)

Email address: \_\_\_\_\_ (the Caregiver's **Email address**)

Mobile Number:  
(Caregiver 1) \_\_\_\_\_ (the Caregiver's **Mobile contact**)

Mobile Number:  
(Caregiver 2) \_\_\_\_\_ (the Caregiver's **Mobile contact**)

#### AGREEMENTS

1. The Student and the Parents are parties to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are considered to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver/s will provide residential care for the Student while enrolled as an international student at the School.
3. The Parents, Student and Caregivers agree that the School may, at any time, obtain from the Parent(s), caregiver(s), the Student, or any other person or organization any information the School requires to assess the Student's eligibility to receive tuition and accommodation, process and/or accept the Student's admission to the School, continue the Student's tuition and accommodation arrangements, renew the Contract of Enrolment, or perform any other purpose or obligation under this Agreement.
4. The School has provided, and the Designated Caregiver/s have read and understood, the sections of The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agree to act as Designated Caregiver/s to the Student according to these requirements.
5. For the avoidance of doubt, The Designated Caregiver/s agree that the accommodation provided is caring, safe, positive, is a healthy environment, and supports the Student to achieve their academic goals.
6. The School agrees that all information regarding the Designated Caregiver/s relating to the Agreement will be kept confidential, except disclosure to the Student or their parents, to any professional consultant or such person where it is in the interests of the Student to provide the information or according to any statutory or other legal duty.
7. Approval is required from the School before the Student is placed with the Designated Caregiver/s.
8. The Designated Caregiver/s agree that approval will be provided only after safety checks and other appropriate checks have been completed by the School in accordance with the Code and School policies.
9. Failure by the Designated Caregiver/s to provide the residential care required by the School and the Code may result in the School's approval of the Designated Caregiver/s being withdrawn. The School may withdraw its approval of the Designated Caregiver(s) where the School, the Student, the Parents, or a

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

public official raises concerns and requests that the Student be moved from the Designated Caregiver's accommodation, or where the Student or the Parents request a change of accommodation.

10. The Designated Caregiver/s agree to support the Student to abide by all rules and expectations set by the School.
11. In the event the School withdraws its approval of the Designated Caregiver/s, the Agreement is terminated, and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parents.
12. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the Designated Caregiver/s and this may include regular visits to the residence and meetings with both the Student and the Designated Caregiver/s.
13. The Designated Caregiver(s) and/or the Parents and/or the Student must provide the School with at least four (4) weeks' prior written notice (excluding school holidays from the notice period) of any change to the accommodation arrangement or placement with the Designated Caregiver(s), and at least fourteen (14) days' prior written notice of any other change in circumstances that may affect this Agreement. This includes any change of residence or contact details of the Designated Caregiver(s), or any change in the number of adults residing at the residence. Failure to provide the required advance notice may be considered a breach of this Agreement, which may result in the termination of the Student's enrolment and the Contract of Enrolment entered into between the School and the Student and the Parents. For the avoidance of doubt, an adult is defined as a person aged 18 years or over.
14. The Parent(s) acknowledge and agree that the School is not responsible for the Student's day-to-day care while the Student is in the care of the Designated Caregiver(s) ("DCG"), and that the Parent(s) will maintain regular contact with the DCG regarding the Student's day-to-day care in accordance with the School's Accommodation Rules and Requirements. The School may, however, collect feedback from the DCG regarding the Student's wellbeing, behaviour, and overall adjustment within the DCG's home, and may administer accommodation expenses by making regular payments to the Designated Caregiver(s) at the agreed rate to support the Student's living arrangements and help ensure a stable placement.
15. The Student agrees to comply with the School's Accommodation Rules and Requirements in all respects, and the Designated Caregiver(s) agree to accept and comply with the School's Accommodation Rules and Requirements in all respects.
16. The Student will treat the accommodation provided by the Designated Caregiver/s ("Accommodation") with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.
17. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School policies.
18. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed counterparts may be delivered by email or facsimile transmission.

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

## SIGNING

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

### PARENT/S:

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

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

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

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

### DESIGNATED CAREGIVERS:

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

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

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

### Student

By signing below, the Student confirms the Student has 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: \_\_\_\_\_

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