INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT

Waiheke High School
11 Donald Bruce Rd
Waiheke Island 1081
New Zealand
Ph: +64(0)9 371-9000, Fax: +64(0)9 372-5474
Email: international@waihekehigh.school.nz
Principal: Jude Young, B.A., B.Ed, Dip.Tchng., PostGrad Dip.,Org Beh (Dis), M.MS (Dis)

PART ONE:

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

Years and terms applying for:	Year:	☐ Term 1	☐ Term 2	☐ Term 3	☐ Term 4
	Year:	☐ Term 1	☐ Term 2	☐ Term 3	☐ Term 4

Student Details (Name must be as it appears on your passport)			
Family name:			
First name:		Date of birth (DD/MM/YY):	
Preferred name:		☐ Female	☐ Male
Email:			
Address: (In home country)			
First language:		Country of citizenship:	
Passport number:		Expiry date:	
Please provide a copy of the first page of student's passport and attach to application.			
Intended start date:		Intended end date:	
Age on arrival:	☐ 11 ☐ 12 ☐ 13 ☐ 14 ☐ 15 ☐ 16 ☐ 17 ☐ 18		

Parent One or Legal Guardian: (Name must be as it appears on your passport) ***NOTE: It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section MUST be the contact information for the parents or legal guardian.***			
Title:	Mrs ☐ Miss ☐ Ms ☐ Mr ☐ Dr ☐	Relationship:	
Family name:		Date of Birth (DD/MM/YY):	
First name:		Occupation:	
Street Address			
Postal Address			
Email:		Country of citizenship:	
Home phone:		Mobile:	
Passport number:		Expiry date:	

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Parent Two or Legal Guardian: (Name must be as it appears on your passport) ***NOTE: It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section MUST be the contact information for the parents or legal guardian.***	
Title: Mrs ☐ Miss ☐ Ms ☐ Mr ☐ Dr ☐ Relationship:	
Family name:	Date of birth (DD/MM/YY):
First name:	Occupation:
Street address:	
Postal address:	
Home phone:	Mobile:
Email:	Country of citizenship:
Passport number:	Expiry date:

Emergency Contact (In home country, other than parents):	
Contact's name:	
Relationship to the student:	
Mobile phone:	
Home phone:	
Email address:	

Agent Information (If using an agent)	
Agency name:	
Agent name:	
Agent email address:	Phone:

Medical Information
Name of doctor (in home country):
Phone number of doctor:
Does the student have any history of previous illness, including mental illness?
☐ Yes ☐ No If 'Yes' please provide details (attach additional pages if required):
Please tick the appropriate box if you suffer from or have suffered from any of the following medical conditions:
☐ Asthma ☐ Back/Neck problems ☐ Glandular Fever ☐ Allergy to bee/wasp stings ☐ Migraines ☐ HIV or Aids ☐ Diabetes ☐ Hepatitis A, B or C ☐ Epilepsy ☐ Heart Condition ☐ Tuberculosis ☐ ADD or ADHD ☐ Allergies ☐ Food Allergies ☐ Eating Disorder ☐ Depression/Anxiety ☐ Other: (Please describe)
Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?
☐ Yes ☐ No If 'Yes' please provide details (attach additional pages if required).
Is the student currently on any medication?
☐ Yes ☐ No If 'Yes' please provide details (attach additional pages if required). ***Please note: If you suffer from conditions requiring medication, it is advisable to bring your own medication to NZ. You are required to notify the school regarding any medications that you bring with you.***

Initialled by: _____(parent) _____(student)

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Is there anything further that the school needs to be aware of in enrolling and supporting the student as an international student?
☐ Yes ☐ No If 'Yes' please provide details (attach additional pages if required).
Do you consent to the school providing over-the-counter medication *such as acetaminophen, paracetamol or ibuprofen?
☐ Yes ☐ No If 'No' please specify what medications you do not want the Student to receive:

Learning Information
How many years of schooling (not including pre-school education) has the student had?
Please provide a copy of the latest two school reports for the student with this application, with explanation in English of grades.
Does the student have any learning or behavioural difficulties which may require extra school support or services?
☐ Yes ☐ No If 'Yes' please provide details (attach additional pages if required).

General Details			
Has the student previously applied for entry to the school?	☐ Yes ☐ No		
If yes, when?			
Has the student ever had a family member or relative enrolled at the school?		☐ Yes ☐ No	
Name:	Year attended:		
Has the student previously studied at any other NZ school?	☐ Yes ☐ No		
If yes, please state the name of the school:		Dates:	
How many years has the student studied English?	[ ] Months [ ] Years		
Do the student's parents speak or read English?	Speak: ☐ Yes ☐ No	Read: ☐ Yes ☐ No	
Has the student been convicted or been the subject of any matter before any Court?			
☐ Yes ☐ No If 'Yes' please provide details (attach additional pages if required).			

Accommodation Requirements
Accommodation choice: ☐ Homestay ☐ Designated caregiver (relative or family friend) ☐ Live with parent
Interests (please include at least three):
Does the student have any food allergies or special dietary requirements?
☐ Yes ☐ No If 'Yes' please provide details (attach additional pages if required).
Does the student have any other special requirements for accommodation? (Pets, cultural or religious requirements, phobias)
☐ Yes ☐ No If 'Yes' please provide details (attach additional pages if required).
For Homestay option: Please write a brief letter introducing yourself to your host family and attach it to this application, including some photos.

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Designated Caregiver Details (If staying with a relative or close family friend)	
Name of caregiver:	
Address (in NZ):	
Home phone:	Mobile:
Email:	
Relationship to student:	

Insurance Details
Do you wish to purchase insurance through the school? ☐ Yes ☐ No
If you are providing your own insurance, please provide an English copy of the policy details to the school for suitability to be checked and approved.

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Subject Preferences: Year 11-13 only

Please note:

- *Please see attached list for availability. Subject availability on list may change at any stage.*
- *Subject preferences in this application are an indication only and actual subjects will depend upon availability and prior learning.*
- *The school reserves the right to determine subject placement and year level throughout enrolment in consultation with students and families.*
- *Subject preferences will be discussed with the Dean of International at Orientation.*

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

SEA SPORTS OUTDOOR EDUCATION COURSE

- **Years 11-13 only (aged 15-18)**
- **Students must be water confident and have the ability to swim.**
- **There is an extra cost for this specialist course. 2020 fees are $950/term (Terms 1-3 only), or $2700/year. Must be able to swim 100 metres.**

☐ Yes, definitely. Please send me an invoice. ☐ No

☐ I would like to try for 2 weeks on arrival and then decide if I wish to continue.

Checklist for Attachments

☐ Copy of front page of passport

☐ Latest two school reports (explanation of grades in English)

☐ Letter of introduction to homestay (if applicable), including photos

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PART TWO:

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

Terms and Conditions:

Definitions

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

   Accommodation means the residential accommodation provided to the Student.

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

   Act means the Education Act 1989.

   Agreement means this Agreement including any schedules.

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

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

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

   Disciplinary Action includes termination of this Agreement and suspension, expulsion and exclusion of the Student as those terms are defined in the Act.

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

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

   Homestay has the meaning as set out in the Code.

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

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

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

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

   School means the school referred in the annexed Application Form.

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

   Termination means termination of the Agreement and includes termination by the School expelling or excluding the Student.

   Tuition means the education of the Student at the School.

   Period of Enrolment means any period for which Fees are paid and for the purpose of this Agreement the enrolment of the Student begins on the course start date stated in the Student's Offer of Place 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 pursuant to clause 24 or 26 of the Agreement.

Preliminary Provisions

2. The Agreement is declared to be an Enrolment Contract in terms of section 2 of the Act.

3. The School shall provide Tuition to the Student in accordance with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.

Terms of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student commences on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents/Legal Guardians and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.

5. Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student in respect of the renewed term.

6. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School organised trip the School's responsibility for the Student shall cease upon the Student's departure and resume upon the Student returning to New Zealand.

7. This Agreement is deemed to be written consent from the Parent or Legal Guardian that the School is not responsible for the Student's day-to-day care where the student is in the custody of a Residential Caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purpose of supervising them during the Period of Enrolment.

8. The School is not responsible for the Student's day-to-day care where the Student is in the custody of a person approved by the Parent or Legal Guardian as part of a handover of care arrangement during enrolment made in accordance with the Code.

9. During the Period of Enrolment the Student must keep the School reasonably informed of his or her whereabouts including without limitation if the Student intends to leave New Zealand during the Period of Enrolment.

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Accommodation

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

11. The Parents and the Student agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.

12. The Parents irrevocably authorise the principal of the School to advise the Residential Caregiver (whether or not arranged through the school) of all matters and information required to be provided to the Parents and agree to appoint the Residential Caregiver in New Zealand to receive such information in substitution for the Parents.

Immigration and Insurance

13. The Parents and Student agree to comply with the immigration requirements as set out in the Immigration Act 2009, and any immigration conditions applicable to the Student's stay in New Zealand. The Parents and Student understand that the School has an obligation to report any breaches of the immigration requirements to the appropriate immigration authority.

14. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.

15. The Parents agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. Where insurance in not arranged by the School, the Parents will provide the School with evidence of the relevant insurance policy. If appropriate evidence is not provided, the School may organise insurance it considers appropriate and pass on this cost to the Student or Parents.

Fees

16. The Fee must be paid to the School in advance of each Period of Enrolment or as otherwise directed by the School. The Parents and the Student agree to comply with school policies regarding the payment of the Fee.

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

Information, Warranties and Acknowledgements

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

19. The Student and the Parents confirm that:

    (a) The Student does not suffer from any medical condition or behavioural condition (including mental health conditions and allergies) that may negatively impact on the health, safety or education of the Student or any other student at the School, except as disclosed in writing in the Application Form;

    (b) The Student does not have any medical or other special needs that require additional support, except as disclosed in writing on the Application Form;

    (c) The Student has never been charged with or convicted of any crime, or the subject of other proceedings before any court, except as disclosed in writing on the Application Form;

    (d) All information in the Application Form is true and correct to the best of their knowledge and belief.

20. The Parents and Student acknowledge that:

    (a) The School may obtain at any time from any person or entity any information it requires to process and/or accept the Student for admission to the School or to perform or complete any of the other purposes under this Agreement. The Parents and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.

    (b) If the Student and/or Parents fail to provide any information requested in relation the Students admission to the School, the School may be unable to process the Student's application.

    (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, than this Agreement will be at an end.

    (d) Personal information of the Student and/or Parents collected or held by the School is provided and may be held, used and disclosed to enable the School to process the Student's eligibility to receive Tuition at the School and Accommodation.

    (e) The Parents agree that where the Student lives in a School approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by the School and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to a Designated Caregiver Agreement being entered into by the School, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Agreement or of the Designated Caregiver Agreement will be deemed to be a breach of this Agreement.

    (f) All personal information provided to the School is collected and will be held by the School.

    (g) The Student and Parents have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.

    (h) Under the Privacy Act 1993, any information collected may be provided to education authorities.

    (i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.

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

Consent

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

    (a) Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information;

    (b) Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents.

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

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

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

Conduct, Discipline and Termination

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

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

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

    (a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;

    (b) Any breach of the Code of Student Conduct by the Student;

    (c) Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;

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

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

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

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

    (h) Any other breach of this Agreement

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

General Matters

29. No party to this Agreement is liable to the other for failing to meet its obligations under this Agreement to the extent that the failure was caused by an act of God or other circumstances beyond its reasonable control.

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

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

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

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

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

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

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

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

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

37. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.

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

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PARENTS/LEGAL GUARDIANS AND STUDENTS' DECLARATION AND AUTHORISATION

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

Key Terms: This Contract of Enrolment includes provisions:

(i) that allow the School to discipline the Student, including by expulsion
(ii) that control and limit the Student's rights of refund when Enrolment ends early
(iii) that require the Parents to make full disclosure of all relevant information and
(iv) that provide consent for the School to permit certain activities without further consent 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/Legal Guardians

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 he/she has 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: _____

Waiheke High School

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

Name: _____

Signature: _____

Date: _____

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Code of Conduct

(Schedule One)

In line with Waiheke High School and community values, it is expected that all International students will:

General

- Comply with all the laws of New Zealand.
- Comply with all school rules and all accommodation rules.
- Not engage in any bullying or discrimination of any kind, including online.
- Not consume any alcohol or illegal drugs, or smoke or vape
- Respect other people (students, staff, and community), their opinions, and their property.

School

- Follow the 'Waiheke Wise' Expectations. See full list here:
  http://waihekehigh.school.nz/wp-content/uploads/2019/01/School-Wide-Matrix-Be-Waiheke-WISE.pdf
- Study to the best of their ability, and to participate in sport and/or other school activities where possible.
- Wear the school uniform correctly at school and to and from school.
- Attend all scheduled classes and school activities unless sick.
- Be on time for classes, and arrive with correct equipment ready to learn.
- Only use electronic devices in class for school work with teachers approval.
- Represent Waiheke High School with pride.

Accommodation/Outside of School

- Respect the privacy, property, and values of the homestay
- Be courteous, polite, helpful and considerate at all times.
- Keep in communication with their homestay about their whereabouts at all times.
- Be an active member of the family and join in with family activities.
- Abide by the rules of the homestay, including curfews.
- Not own or drive a car or motorcycle or motorscooter.
- Obtain permission of both the School and the Parents for any piercings. Permission for tattoos will not be given by the School.
- Not hitchhike.

Initialled by: _____(parent) _____(student)

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Disciplinary Policy
(Schedule Two)

1. The following is the School's current disciplinary policy for dealing with breaches of the Agreement. This is not intended to restrict the School's general power of 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 disciplinary process.

3. In Stage One, the School will investigate and determine the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.

4. In Stage Two, if the School has determined that a breach has occurred, the School will consider the appropriate response to that breach, up to and including termination of the Agreement.

5. The Student will have an opportunity to provide a response to the alleged breach that the School is investigating (**the Allegation**) and any proposed disciplinary action that the School is considering taking (**the Proposed Action**).

6. This policy does not limit the School's power to take appropriate disciplinary action urgently and without following this process if this is necessary having regard to the seriousness of the breach.

7. This policy also does not limit the School's power to suspend the student for the duration of the disciplinary process where suspension is considered necessary for the safety or education of any person.

General Policy

8. When the School is conducting a disciplinary process involving the Student it will endeavour to provide the Student with the following:

   (a) a written summary of the Allegation or the Proposed Action;

   (b) an opportunity to respond to the Allegation or the Proposed Action, either in person or in writing or both, at the choice of the Student;

   (c) an opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Allegation 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 Allegation or Proposed Action;

   (d) an opportunity to have an independent support person of his or her choice present at any meeting relating to the disciplinary process;

   (e) an opportunity to meet with that support person in private at any stage during the disciplinary process;

   (f) an opportunity to have a translator present (or otherwise facilitate the student participating in the process in his or her own language) during any meeting or process if the School or the Student considers that a language barrier means that a translator is required; and

   (g) a copy of this policy setting out the rights which the Student has when engaging in the disciplinary process.

Disciplinary Procedure

Stage One: Incident Investigation

9. 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 response, the School will notify the Student of the Allegation and will provide the Student with an opportunity to give a response.

10. Where appropriate, having regard to the seriousness of the Allegation, 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 Allegation.

11. When the School makes a decision about the Allegation it will advise the Student and parent, in writing if possible, about its conclusion as to what happened and whether it amounts to a breach of the Agreement.

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Stage Two: Outcome Discussion

12. If the School determines that a breach of the Agreement has occurred, it will advise the Student and parent of the possible disciplinary actions that it will consider taking in response to the breach and will provide the Student and parents with an opportunity to give a response.

13. Where appropriate, having regard to the seriousness of the breach, 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 disciplinary action to be taken.

14. When the School makes a decision about the disciplinary action that it will take in response to the breach it will advise the Student and parents of its decision, in writing if possible. The disciplinary 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.

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Refund Policy

(Schedule Three)

Request 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.

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
   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 exists 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 the Student. Students and families may apply directly to an insurance company for a refund of premiums paid.
   c) **Homestay Placement Fee:** Homestay placement fees meet the cost of processing a request for homestay accommodation by the Student. Costs incurred for arranging homestay accommodation for the Student prior to the refund request, cannot be refunded.
   d) **Used Homestay Fees:** Homestay fees paid for time the Student has already spent in a homestay cannot be refunded. Used homestay fees may also include a notice period of two weeks.
   e) **Portion of Unused Tuition Fees:** The School may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the School and may vary.

Request for a refund for failure to obtain a study visa

4. If the Student fails to obtain an appropriate study visa, a refund of international student tuition fees will be provided less any Administration Fee that has been paid.

Requests for a refund for voluntary withdrawal from enrolment - Withdrawal prior to enrolment

5. If the Student voluntarily withdraws prior to the start date of their enrolment, a refund of international student fees will be provided less any relevant non-refundable fees set out in this policy.

Requests for a refund for voluntary withdrawal from enrolment - Withdrawal after enrolment

6. If the Student withdraws on or after the start date of their enrolment, reasonable written notice of withdrawal is required by the school. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

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

7. 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.

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Where the Student's enrolment is ended by the School

8. In the event the Student's enrolment is ended by the School for a breach of the Contract of Enrolment, the School will consider a request for a refund less:

   a) Any non-refundable fees set out in this policy

   b) Ten weeks tuition fee

   c) Any other reasonable costs that the school has incurred in ending the student's enrolment

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

9. If the Student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

Where a student voluntarily requests to transfer to another signatory

10. If the Student requests to transfer to another signatory after the start date of their enrolment, reasonable written notice of the transfer is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

Request for a refund of homestay fees

11. If for any reason, the Student withdraws after the start date of their enrolment, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.

12. Where a student moves from a school homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this policy.

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

13. Except by written request from parents, prepaid fees unused at the end of enrolment amounting to less than NZD$500.00 will be refunded to the Student in cash. Sums of NZD$500.00 or greater will be refunded into a nominated bank account.

Outstanding activity fees or other fees

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

Refunds to be made to the country of receipt

15. Unless otherwise agreed in writing, all eligible refunds of fees of NZD$1,000.00 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.

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

16. A decision by the School relating to a request for a refund of international student fees will be provided to the Student or family in writing and will set out the following information:

   a) Factors considered when making the refund decision

   b) The total amount to be refunded

   c) Details of non-refundable fees

17. The Student and their family has the right to take a grievance to the Code Administrator or Disputes Resolution Scheme in the event they are dissatisfied with a refund decision made by the School.

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PART THREE:

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

INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT

(When placing a student in a School Approved Homestay)

Terms and Conditions:

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

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

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

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

   Application Form means the standard enrolment application form.

   Code means the Education (Pastoral Care of International Students) Code of Practice 2016 as updated from time to time and available online at www.legislation.govt.nz under Education (Pastoral Care of International Students) Code of Practice 2016.

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

   Homestay has the meaning as set out in the Code.

   Parents means the Parents referred to in the Application Form.

   Residential Caregiver means the person responsible for the Student at the Accommodation.

   Residential Caregiver Agreement means an agreement between the School and the Residential Caregiver.

   School means the school referred to in the Contract of Enrolment.

   Student means the International Student residing at the Accommodation as referred to in the Application Form.

   Tuition means the education of the Student at the School.

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

2. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to reside at an Accommodation approved by the School using the process set out in the Code.

3. The Parents and Student agree to adhere to the following terms and conditions of the Accommodation:

   (a) The School agrees that all information regarding the Residential Caregiver, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:

   (i) To the Student, the Parents or Residential Caregiver (as the case may be);

   (ii) To any professional consultant or such person where it is in the interests of the Student to provide the information;

   (iii) Pursuant to any statutory or other legal duty.

   (b) The Parents agree that if behaviours or conditions of the Student emerge after placement with a Residential Caregiver such that the Residential Caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement.

   (c) The Parents or the Student have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them in relation to the Student's placement with a Residential Caregiver.

   (d) Under the Privacy Act 1993, any information collected may be provided to education authorities.

   (e) These terms and conditions may be varied by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.

4. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):

   (a) Charge the Parent such fees as required to adequately compensate for additional requirements due to providing misleading information or the lack of disclosure; or

   (b) Terminate this Agreement.

5. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:

   (a) the Residential Caregiver and the School entering into a Residential Caregiver Agreement; and

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

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

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

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

   (c) The appointment of the Residential Caregiver does not represent any actual or perceived

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conflict of interest, and that any possible conflict of interest has been notified to the School;

(d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and

(e) The Student only engages in lawful, responsible and positive recreational activities outside of School.

7. Unless otherwise agreed in writing by the parties, the Parents provide consent to the Student's Homestay or Residential Caregiver (where applicable) for the Student to undertake supervised leisure travel and overnight stays within New Zealand for a period of not more than seven days where the leisure travel or stay does not involve the Student participating in any adventure activities or extreme sports or result in the Student missing any scheduled school days.

8. The School will seek specific written consent from the Parents for leisure travel or overnight stays of more than seven days or results in the Student missing any scheduled school days.

9. The Student shall seek specific written consent from the School before the Student, being a Student of any age, participates in any activities while in the care of the Student's Homestay or Residential Caregiver (where applicable) which are considered to be adventure activities or extreme sports. The School shall only give such Consent where approved by the Parents in terms of the Contract of Enrolment.

10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular check-ins with both the Student and the Residential Caregiver.

11. Unless otherwise agreed in writing, the Student will be entitled to commence their Homestay at the Accommodation 5 days prior to the Period of Enrolment (as that term is defined in the Contract of Enrolment) commencing and 5 days following the end date of the Period of Enrolment (as that term is defined in the Contract of Enrolment). Should this Agreement be terminated prior to the expiry of the Period of Enrolment the Student will be required to vacate the Accommodation immediately. The School may, at its sole discretion, and without any obligation on it to do so, extend the time for the Student to vacate the Accommodation. Any such extension shall be given in writing and shall be without prejudice to the School's right to later insist that the Student immediately vacate the Accommodation.

Expectations

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

13. In the event that the Student is removed from a Residential Caregiver for any reason, the School will take all reasonable steps to source, over a reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.

14. The Student will treat the Accommodation with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.

Fees

15. The Parents must pay all accommodation fees to the School in accordance with the School's fee schedule as defined in the applicable Contract of Enrolment.

Termination

16. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.

17. If the Student is suspended, expelled or excluded from the School, the parties agree that this shall constitute a breach of the Accommodation Requirements and this Agreement may be terminated as a consequence.

18. Where this Agreement is terminated, fees may be refunded in accordance with School Policies.

General

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

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

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

20. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be deemed to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be deemed to have been received when acknowledged by the party or by return email.

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

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

Disputes

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

Signing

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

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Accommodation Requirements

(Schedule One)

While living in a School approved Homestay, the Student agrees:

1. To comply with all laws of New Zealand.
2. Not to engage in any social or leisure activities that may place them, other persons, in undue danger or risk of harm. This includes the Student putting himself / herself in a position which may give rise to suspicions or allegations of such activities.
3. To obtain written permission from Parents and the School prior to obtaining any piercing. Permission will not be given by the school for tattoos.
4. To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents.
5. To not use or do anything which may cause damage to the Accommodation, including without limitation, applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.
6. To keep the Homestay parents informed of their whereabouts at all times.
7. To stay at the Homestay address daily and not to travel overnight outside of the town or city (as defined by the School) where the student is living without prior written permission of the School. This clause shall not prevent the Student travelling between the Homestay and the School.
8. To be an active member of the family and join in with family activities.
9. To respect the privacy, values and property of the Homestay.

SIGNING

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

Name(s): _____

_____

Signature(s): _____

_____

Date: _____

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

Name: _____

Signature: _____

Date: _____

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

Name: _____

Signature: _____

Date: _____

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