

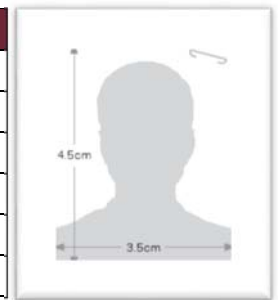
Cashmere High School
International Office
172 Rose Street
Christchurch 8024
New Zealand

Telephone: + 64 332 9129
International: + 64 3 3374725
Email: international@cashmere.school.nz
Web: www.cashmere.school.nz

PART ONE:

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

Documents and Information you must send with your application	
<input checked="" type="checkbox"/>	Photograph of the student.
<input checked="" type="checkbox"/>	A copy of the student's most recent school report.
<input checked="" type="checkbox"/>	Letter of recommendation from a Teacher at the student's school (in English).
<input checked="" type="checkbox"/>	A personal letter from the student stating the reasons for applying to study at Cashmere High School.
<input checked="" type="checkbox"/>	A copy of the student's passport including passport number and expiry date.
<input checked="" type="checkbox"/>	A copy of the student's insurance policy only if they are using their own provider



Father's Details: (Name must be as it appears on your passport)	
Title: Mr <input type="checkbox"/> Dr <input type="checkbox"/>	
Family name:	Date of Birth:
First name:	
Address:	
Home Phone:	Mobile: Email:
First language:	Country of citizenship:
Passport number:	Expiry date:

Mother's Details: (Name must be as it appears on your passport)	
Title: Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="checkbox"/>	
Family name:	Date of birth:
First name:	
Address:	
Home phone:	Mobile: Email:
First language:	Country of citizenship:
Passport number:	Expiry date:

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

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

Support Person or Relative in New Zealand (only complete if you have someone in New Zealand supporting you)	
Name of support person:	
Address (in NZ):	
Home phone:	Mobile:
Email:	
Relationship to student:	

Medical Information
Name of doctor (in home country):
Phone number of doctor:
Does the student have any history of previous illness that may affect their enrolment, including mental illness?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details.
Please tick the appropriate box if the student suffers from or have suffered from any of the following medical conditions:
<input type="checkbox"/> Asthma <input type="checkbox"/> Back/Neck problems <input type="checkbox"/> Glandular Fever <input type="checkbox"/> Allergy to bee/wasp stings <input type="checkbox"/> Migraines <input type="checkbox"/> HIV or Aids <input type="checkbox"/> Diabetes <input type="checkbox"/> Hepatitis A, B or C <input type="checkbox"/> Epilepsy <input type="checkbox"/> Heart Condition <input type="checkbox"/> Tuberculosis <input type="checkbox"/> ADD or ADHD <input type="checkbox"/> Allergies <input type="checkbox"/> Food Allergies <input type="checkbox"/> Eating Disorder <input type="checkbox"/> Depression/Anxiety <input type="checkbox"/> Other: (Please describe)
Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details:
Is the student currently on any medication?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details:
Please note: If you suffer from conditions requiring medication, it is advisable to bring your own medication to NZ. You will be required to notify the school regarding any medications that you bring with you.
Is there anything further that the school needs to be aware of in enrolling and supporting the student as an international student?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details:
Do you consent to the school providing over-the-counter medication *such as acetaminophen/paracetamol or ibuprofen?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'No' please specify what medications you do not want the Student to receive:

Insurance Details	
<p>☛ Would the student like the school to arrange insurance (Unicare)</p> <p>If 'yes' please complete the following declaration:</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have the student been hospitalised in the last 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the student suffer from, or ever suffered from a serious or life threatening medical condition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
During the 6 months prior to this application, has the student suffered sickness or injury for which medical treatment was sought, given, recommended, or for which a reasonable person would have sought medical attention?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the student suffering from a medical condition, illness or injury, including sports related injury?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>☛ The student will take out medical and travel insurance and will send the school a copy of the policy in English prior to leaving their home country.</p>	
If the student is providing their own insurance please write the name of your insurer:	
Policy number:	
Insurance cover start date: / /	Insurance cover expiry date: / /
Please provide an English copy of the policy details with this application form.	

Learning Information
Does the student have any learning or behavioural difficulties requiring extra school support or services?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details.

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

Subject Choices
<p>The student is interested in taking the following subjects:</p> <p><i>Please note: Subject choices indicated in this application are an indication only. The school reserves the right to change subject availability at any time. Entry to some courses may require prior learning.</i></p>

Recreational Activities	
<p>While the student is studying at Cashmere High School he/she may have the opportunity to take part in the following activities either with school, with the host family or individually. Please tick the activities below that the student has parent permission to participate in:</p>	
<input type="checkbox"/> Surfing <input type="checkbox"/> Canoeing <input type="checkbox"/> Swimming (Sea, Lake, River) <input type="checkbox"/> Skiing/Snow boarding <input type="checkbox"/> Horse Riding	<input type="checkbox"/> Tramping/Bush walking <input type="checkbox"/> Mountain biking <input type="checkbox"/> High Ropes/Zip Lining <input type="checkbox"/> Black Water Rafting

Other Interests

Please list any sports the student is interested in and how long they have been involved with these sports:

Please list any other interests the student may have i.e. playing the piano, reading, music, outdoor activities:

Accommodation Requirements

Accommodation choice: ☐ Homestay ☐ Designated caregiver (relative or family friend) ☐ Live with parent

Homestay (If living in a Cashmere High School homestay)

Does the student need to be picked up at the airport when they arrive in Christchurch? ☐ Yes ☐ No

Does the student like cats and dogs? ☐ Yes ☐ No

Is the student allergic to any animals (If yes, please give details)? ☐ Yes ☐ No

Does the student want to live with children? ☐ Older ☐ Similar Age ☐ Under 12 years old ☐ Under 5 years old

Does the student want to live with another international student (different nationality)? ☐ Yes ☐ No

Does the student have any food allergies or special dietary requirements (if yes, please give details)? ☐ Yes ☐ No

Does the student smoke? ☐ Yes ☐ No

Will the student join in with host family events and activities? ☐ Yes ☐ No

Host family internet connections in New Zealand are based on a plan and are limited to a certain amount of data transfer. This can be either (1GB, 5GB, 10GB, Unlimited) per month. The student should bring their own device and if possible write below how much data they think they will use in a month.

Is there anything else the student would like to have in their homestay? ☐ Yes ☐ No

All students living in homestay will have their own bedroom.

OR

Designated Caregiver Details (If staying with a relative or close family friend)

Name of caregiver:

Address (in NZ):

Home phone (in NZ):

Mobile (in NZ):

Email:

Relationship to student:

OR

Parent Details (If living with parents or legal guardian)

Name of parent:

Address (in NZ):

Home phone (in NZ):

Mobile (in NZ):

Email:

INFORMATION ONLY

Quality Assurance

The [Education Review Office \(ERO\)](http://www.ero.govt.nz) is a government department whose purpose is to evaluate and report publicly on the education and care of students in schools. Find online at <http://www.ero.govt.nz>

You can view the most recent ERO report for Cashmere High School by going to <http://www.cashmere.school.nz/our-school/ERO-report.html>

Our school is very proud of this report, which is a very positive endorsement of the excellent leadership in our school and the outstanding work being done by our staff to support the learning and achievement of our students.

Staffing and Facilities

Cashmere High School has a very caring and supportive international team who are available 24/7. Contact details for our team are available at: <http://www.cashmere.school.nz/international/staff.html>

Students of all levels are recommended and strongly encouraged to bring an appropriate device to school. A student owned internet capable device is now an important part of a student's toolkit, giving them instant access to unlimited resources and enabling them to support, extend, communicate and share their learning in a way that prepares them for the future. More information can be found at: <http://www.cashmere.school.nz/our-school/byod.html>

Cashmere High School has a school app which provides information to students, parents and caregivers. It provides access to the school calendar, school notices, attendance, school alerts, school student management system (KMAR) and school information. <http://www.cashmere.school.nz/files/schoolapp-information.pdf>

You can learn more about the facilities available at Cashmere High School by following this link: <http://www.cashmere.school.nz/our-school/principals-welcome.html>

Our international student orientation booklet is available online by following this link: <http://www.cashmere.school.nz/international/files/orientation-booklet.pdf>

Information for international students can be found by following this link: <http://www.cashmere.school.nz/international/information.html>

Potential Learning Outcomes and Pathways

As students progress through the school, they are able to select subjects leading toward their career choices and further study beyond school. A *Studies Choice* handbook is published each year; it gives details of courses being offered, their entry requirements and any related costs. You can find this handbook online at: <http://www.cashmere.school.nz/academic/studies-guide.html>

Career options and pathways are offered to international students through our International Staff who will direct you to the relevant person for advice. The International Staff will provide additional support for international students when applying for future study at universities within New Zealand and abroad. Support is also provided for students who have entered Cashmere High School from an intermediate or primary school.

Variation of Conditions on a Student Visa

Years 12 and 13 students can apply for a variation to their student visa to allow them to work up to 20 hours per week during holiday periods if they have written permission from the school and their parents or legal guardian. Please refer to Immigration New Zealand for more information: <https://www.immigration.govt.nz/new-zealand-visas/options/study>

Useful Links

The Code: <http://www.nzqa.govt.nz>

Study in New Zealand: <http://www.studyinnewzealand.govt.nz>

Studying in Christchurch: <http://www.christchurcheducated.co.nz>

NZQA's Studying in New Zealand: <http://www.nzqa.govt.nz/studying-in-new-zealand>

Immigration New Zealand's Studying in New Zealand: <https://www.immigration.govt.nz/new-zealand-visas/options/study>

New Zealand Now: <http://www.newzealandnow.govt.nz>

Tourism New Zealand: <http://www.tourismnewzealand.com>

Cashmere International Facebook Page: www.facebook.com/cashmere.internationals

Events Calendar for New Zealand: www.eventfinder.co.nz

Refund Policy

Cashmere High School has a no refund policy. If the student withdraws from his/her course of study before the course completion date, he/she will NOT receive a refund of school fees except in exceptional circumstances. In such cases, the parents should write to the Principal explaining what the exceptional circumstances are: however, the School's decision is final.

If the application is made before the start of the course or within 7 days of course commencement or if the school cannot provide a course of educational instruction as contracted with the student, the school ceases to be a signatory to the Code of Practice or if the school ceases to be a provider, fees will be refunded less:

- an administration fee
- costs to the school already incurred for tuition
- components of the fee already committed for the duration of the course, including agent commission, government levy and any other costs incurred.

No refund will be made to a student when enrolment is withdrawn by the school.

No refund will be made to an International Student who changes visa status to one which entitles them to regular/domestic student status, after one month from the date of payment.

Please note that the balance of homestay money will be refunded back to the parents' bank account in full at the time the student signs out of school.

Grievance Procedures

Cashmere High School has established guidelines for students who have a complaint or grievance against the school. The procedure for dealing with such an issue is:

1. International students who consider that they have a concern, complaint or grievance with Cashmere High School should in the first instance discuss the concern with the Director of International Students.
2. If the matter is not resolved to the satisfaction of the student, the student or their authorized agent/representative should then take up the matter with the Principal.
3. If the matter is still not resolved satisfactorily, the student should put their concern in writing to the Board of Trustees of Cashmere High School. The board will then consider the matter and come to a decision.
4. If Cashmere High School has not resolved your complaint, and you still wish to have it resolved, then you can contact NZQA. NZQA is a government organisation. They can provide an independent assessment of your complaint and will either investigate your concerns or advise you what you can do next.

You can submit your complaint query on the NZQA website, or send an email to qadrisk@nzqa.govt.nz

If you need more information on the complaints process, contact NZQA on 0800 697 296.

If it is a financial dispute – you can contact iStudent Complaints. iStudent Complaints is available to help you resolve financial or contractual disputes with your education provider. There is no cost to you for this service. iStudent Complaints is an independent service with experience in helping people to resolve disputes.

You can contact iStudent Complaints on 0800 00 66 75 or DRS online at www.fairwayresolution.com/istudentcomplaints

Insurance and Liability

1. Cashmere High School shall not be liable for any loss or damage to property or persons however caused, except where such liability is imposed by New Zealand law.
2. Cashmere High School reserves the right to change the course of study of any student if it is deemed to be in the best interest of the student to do so.
3. Cashmere High School reserves the right to decline any student enrolment to the school, without explanation, at the discretion of the Director of International Students.
4. Prior to commencing study at the school students may be required to undergo, and make available to the school, a full medical examination by a doctor of the school's choice.
5. The parents of the student authorise the Principal of the school to 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 practical to contact the parents.
6. The parents of the student authorise the Principal of the school to provide consents that may be necessary to be given on the student's behalf in respect of any activity carried out and authorised by the school.

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 to 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.

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

Accommodation

8. The Parents and Student agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of the School.
9. 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.
10. 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

Initialled by: _____(parent) _____(student)

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

11. 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.
12. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
13. The Parents agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. Where insurance is not arranged by the School, the Parents will provide the School with evidence of the relevant insurance policy. If appropriate evidence is not provided, the School may organise insurance it considers appropriate and pass on this cost to the Student or Parents.

Fees

14. 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.
15. 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

16. 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.

17. 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.

18. 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.
- (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

19. 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.
20. 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.

21. Except in the circumstances described in clause 20, 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.
22. Unless otherwise agreed in writing by the parties, this Agreement is deemed to be written consent for leisure travel or stays organised and/or 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

23. 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.
24. 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.
25. 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 12 or 13 of this Agreement or of the warranties contained in clause 17 of this Agreement;
 - (g) Failure to make payments pursuant to the Fee Schedule; and
 - (h) Any other breach of this Agreement
26. 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 24 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

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. The School shall at all times comply with the Health and Safety at Work Act 2015.
33. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
34. 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.
35. 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.
36. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.

PARENTS/LEGAL GUARDIANS AND STUDENTS' DECLARATION AND AUTHORISATION

We declare that the information contained in this application is true and complete. We understand that any false or incomplete information submitted in support of this application may invalidate this application and may result in the withdrawal of an Offer of 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 Student and Parents to make full disclosure of all relevant information and (iv) that provide consent for the School to permit certain activities without further comment 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: _____

School

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

Name: _____

Signature: _____

Date: _____

Student

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

Name: _____

Signature: _____

Date: _____

Initialed by: _____ (parent) _____ (student)

Cashmere High School - Code of Conduct

(Schedule One)

School rules are needed to help the school run smoothly, and to ensure that all members of the school community are treated fairly. The Cashmere High School community is very large, and it is easy for everyone to work together each day, if everyone behaves in ways that show you respect yourselves and others.

The school will enforce the standards of behaviour commonly expected within our society – as it is important that our young people grow up knowing what is socially acceptable and that there will be consequences for negative and inappropriate behaviour.

Most inappropriate behaviour will be managed by classroom teachers through our school's 'Managing Student Behaviour' (MSB) system. Students are required to follow all reasonable instructions from teachers at our school. Refusal to co-operate or follow reasonable requests will be viewed as defiance and will not be tolerated.

Classroom Rules

- Arrive at all classes on time
- Wear correct uniform and have the right equipment
- Follow instructions when given
- Respect the right of others to work and learn
- Be polite and courteous
- Keep the room tidy and respect the property of others

School Rules

- Illegal behaviour will not be tolerated and will have serious consequences. This includes possession, use or supply of alcohol, cigarettes or drugs (including synthetic or 'herbal' alternatives and e-cigarettes including vaping). This also includes physical assaults, deliberate damage or vandalism to property, truancy, theft and any form of harassment.
- Everyone must be respectful of school property. This means no littering or damage to the environment, and helping to clean up areas as required.
- Behaviour between students must be socially acceptable in a public sense. For example, intimate shows of affection (e.g. kissing) are inappropriate at school, whereas holding hands and hugs can be socially acceptable.
- Chewing gum is not permitted to be used or brought into the school at any time.
- Bullying in any form is **not** acceptable – including all forms of verbal, physical or cyber bullying.
- Offensive and abusive language towards anyone is unacceptable. If directed at staff this will be treated as serious defiance.
- Personal property of others must be respected. Interference with property of others, damaging or stealing will be dealt with seriously by staff.
- Students cannot bring into the school any hazardous or illegal substances (e.g. drugs, alcohol) or material (e.g. pornography, knives). Senior staff may conduct searches of students or their bags if they have reasonable cause for concern. Any such items can be confiscated and disciplinary action will result.
- The possession, use, association with and especially supply of all forms of drugs is viewed as a serious disciplinary issue. This includes at school, travelling to or from school, or while off school site (e.g. truant).
- All students and staff must adhere to our school cyber safety rules and respect other people and property (e.g. no bullying).

Not all situations are covered by rules, so where there is no written rule you can't go wrong by exercising:

- Courtesy
- Consideration
- Co-operation
- Common sense

Out of Bound Areas

- Corridors at lunchtime, except to go to the toilets in the first and last 10 minutes
- The main entrance and front foyer unless accompanying visitors
- The upstairs area of the Administration block
- The corridor outside the Deputy and Assistant Principals' offices
- All areas of construction work
- Locked areas and all vehicle parking areas
- The area within 5 metres of any school boundary fence
- On Top Fields in Terms 2 and 3 not beyond the first goal posts, or in Terms 1 and 4 not more than 50 metres from the Gym or S Block; unless actively participating in sports activities.
- The south side of the creek
- All creek banks within 5 metres of the edges
- Behind K and J Blocks
- Behind and around the tractor shed (property staff garage)

Personal Property

Students are responsible for any property that they bring to school and we encourage students not to bring unnecessary valuable items or large amounts of money to school. Students should look after their own property and also ensure that the property of others is safe. The school does not accept liability for the loss of or damage to any items that are brought to school. This includes money, bicycles and skateboards, electronic devices such as laptops, cell phones, iPods and other personal belongings. Valuables should not be left in bags in the Library foyer. Large amounts of money should be left at the Office. Theft and wilful damage are illegal.

Any property left near the buildings or in the school grounds may be put into safekeeping. Parents may make arrangements to be shown the articles held in the Payment Centre if they are not satisfied that the student has searched adequately for a lost item.

All personal property must be clearly marked with the owner's name. This includes clothing, books, bags, sports gear and cycle helmets.

Students are not permitted to use cell phones or other personal electronic devices during timetabled classes unless given permission by their class teacher.

Students are free to use personal cell phones outside of timetabled classes while at school. However, the school is not responsible for any loss or damage to such personal electronic equipment. Any inappropriate use of electronic transmitting devices will be dealt with as a discipline matter and could result in confiscation of such items and students would be subject to normal disciplinary procedures.

Safe Travelling

The school is concerned about the safety of students as they move to and from school. The following rules must be followed:

- Traffic regulations are to be observed at all times, both within and outside the school grounds. This includes rules for cyclists, e.g. not cycling on footpaths. Cycle helmets are compulsory for all cyclists.
- Students are welcome to cycle, skateboard or scooter to school. However, these are not to be used around school property. The school will provide safe storage for such items during the school day, but cannot be held responsible for any possible loss or damage.
- Students are not permitted to carry other students to and from school in cars or on motor cycles unless written agreement has been received from parents of both the driver and the passenger/s. These passengers must be issued with a passenger pass.
- There is no student car parking permitted in the school grounds. Students must park in nearby streets and are expected to be considerate of and respectful towards the residents in these streets. The school is not responsible for student motor vehicles.
- While students are in school uniform and travelling to and from school they are under the school rules – as their behaviour reflects on the whole school community.

School Trips and School Functions

- Students are required to wear the designated uniform on all school-related trips, unless prior permission is obtained from the Principal.
- Attending school functions such as the Senior Formal, prize giving ceremonies and graduation are not a right but a privilege. Students must meet the school's required uniform rules and dress standards, as well as any other set requirements such as minimum school attendance levels.
- All trips and social functions that occur in association with school activities (such as dances and dinners) are subject to the school rules pertaining to general conduct, cigarettes, alcoholic drinks and other dangerous or unlawful drugs/substances.
- Notwithstanding the school's provision of coaches and managers for sport on Wednesday afternoon and in the weekend and at some other times, the school takes no responsibility for the transportation of students to and from sporting venues.

Attendance

Regular attendance is required for all students. It is illegal for children under 16 years not to be attending school. Only sickness or unavoidable circumstances should interfere with attendance at school. Parents / caregivers are asked to telephone the school by 9.45am when a student is absent and provide a note for absence on their return. When circumstances other than sickness may cause absence, parents should contact the Head of School. Arrangements for the student to make up work may be arranged.

Notes for absence should be signed by the parents / caregiver stating the reason for the absence and dates of absence, and should be shown to the Absences Officer on the day the student returns to school. If the absence is likely to be more than a week the Head of School should also be advised.

Absence of a senior student for reasons other than sickness may affect their eligibility for national qualifications. If such absence is being considered the matter should be discussed with the Head of School.

If students are absent from class without permission, this is considered to be truancy, and parents will be contacted by the Head of School or the Absence Officer. The school uses SMS / text messaging to give early notification of absence to parents / caregivers where practicable.

Unexplained lateness to class results in a school detention. Students are expected to arrive at school on time and may not leave the grounds during school hours without permission.

Leaving

Students who are leaving the school must complete a clearance form obtained from the Head of School that includes a statement by a parent that the student is to leave on a given date. This information may be given by telephone or letter and it is appreciated if at least a week's notice is given.

Hours

The school programme of classes takes place in the following hours:

Monday, Tuesday, Thursday and Friday	8.45am to 12.25pm and 1.15pm to 3.10pm
Wednesday	8.45am to 12.10pm and 12.50pm to 2.30pm

Most co-curricular activities including sport, music and cultural activities take place at lunchtimes or outside these school hours.

Managing Student Behaviour

Managing Student Behaviour (MSB): the school's discipline system, has the following features:

- Cashmere High School believes in maintaining excellence of standards and in the rights of all students to a positive and safe learning environment. An assertive discipline programme operates for management of the classrooms and the school grounds.
 - It is a whole school approach to discipline. All members of a school are subject to rules, expectations, customs and codes of conduct. (This applies to staff as well as students.) Problems arise when people fail to observe these and the process of education is disrupted. The undesirable behaviours and the underlying inappropriate attitudes are attended to through the MSB system.
 - MSB is a partnership between students, their parents and the school.
 - Students have the right to learn and any behaviour that disrupts the learning process should not be tolerated.
 - Parents also have a vested interest in the education of their children. Under MSB parents will continue to be informed of any significant behaviour problems that occur.
 - Staff have the right to teach and meet the educational needs of students in an environment free of unnecessary disruption.
 - MSB emphasises school as a place for learning and achievement. There is an expectation that disruptive behaviour will not be tolerated.
- Teachers are always encouraged to use positive reinforcement to reward good behaviour. The teachers use warnings (e.g. "Yellow Cards", where the student completes a set of tasks for the teacher) to help modify/stop inappropriate behaviours before they become more serious. Other teaching classroom strategies are to be employed, including referral to guidance staff and phoning home to discuss behavioural issues.
- All students have a right to learn, and teachers have a right to teach. Inappropriate and disruptive behaviour will not be tolerated and can require prompt and fair consequences (e.g. punishments) to deter and correct such behaviour, keep others safe and free from distractions. Every discipline incident can be different and will be judged in its own context. The following outlines the school's standard discipline pathway.

Student Management Pathway:

Level 1	Student offence (e.g. – littering, unruly conduct, swearing, out of bounds, not following instructions)	Possible Consequence... If out of class, teacher can issue detention – in class may result in "Yellow Cards" + set task
Level 2	Student offence in classroom (e.g. continual failure to complete homework, inappropriate or unco-operative behaviour)	Possible Consequence... Teacher issues "Red Card" and student is removed to the supervised "Contract Room". Further detentions may also follow
Level 3	Significant student offence (e.g. fails to attend detention, truancy, more serious / defiant behaviour)	Possible Consequence... HoS or DP issue after school detention
Level 4	Major student misconduct (e.g. fails to attend detention; on-going truancy, theft, fighting, bullying, defiant behaviour, continual disruption of student learning)	Possible Consequence... Internal or external stand-down from school (i.e. formal removal for a period of time). This also usually includes family conferences/meetings
Level 5	Gross student misconduct (e.g. continual disobedience / defiance, dangerous or harmful actions)	Possible Consequence... Removed from school by stand-down or suspension, through to possible exclusion/expel from school (i.e. permanent removal from school)

The school is legally entitled to suspend and/or expel students from the school under Section 14 of the Education Act 1989. The Education (Stand-down, Suspension, Exclusion and Expulsion) Rules 1999 are available from the Ministry of Education website: www.minedu.govt.nz

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.

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.

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 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 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 an Administration Fee of NZD\$500.00.

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.

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.

PART THREE:

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

INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT

(When placing a student in a School Approved Homestay)

Terms and Conditions:

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

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

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

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

Application Form means the standard enrolment application form.

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

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

Tuition means the education of the Student at the School.

All other terms have the same meaning as in the Contract of Enrolment.
2. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to reside at an Accommodation approved by the School using the process set out in the Code.
3. The Parents and Student agree to adhere to the following terms and conditions of the Accommodation:
 - (a) The School agrees that all information regarding the Residential Caregiver, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:
 - (i) To the Student, the Parents or Residential Caregiver (as the case may be);
 - (ii) To any professional consultant or such person where it is in the interests of the Student to provide the information;
 - (iii) Pursuant to any statutory or other legal duty.
- (b) The Parents agree that if behaviours or conditions of the Student emerge after placement with a Residential Caregiver such that the Residential Caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement.
- (c) The Parents or the Student have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them in relation to the Student's placement with a Residential Caregiver.
- (d) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (e) These terms and conditions may be varied by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.
4. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):
 - (a) Charge the Parent such fees as required to adequately compensate for additional requirements due to providing misleading information or the lack of disclosure; or
 - (b) Terminate this Agreement.
5. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
 - (a) the Residential Caregiver and the School entering into a Residential Caregiver Agreement; and
 - (b) the School's usual requirements and policies in relation to the Accommodation.
6. The School will ensure that to the best of its ability:
 - (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
 - (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
 - (c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the School;
 - (d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student

of such laws), and will immediately report any possible legal breach to the School; and

- (e) The Student only engages in lawful, responsible and positive recreational activities outside of School.
7. Unless otherwise agreed in writing by the parties, the Parents provide consent to the Student's Homestay or Residential Caregiver (where applicable) for the Student to undertake supervised leisure travel and overnight stays within New Zealand for a period of not more than seven days where the leisure travel or stay does not involve the Student participating in any adventure activities or extreme sports or result in the Student missing any scheduled school days.
8. The School will seek specific written consent from the Parents for leisure travel or overnight stays of more than seven days or results in the Student missing any scheduled school days.
9. The Student shall seek specific written consent from the School before the Student, being a Student of any age, participates in any activities while in the care of the Student's Homestay or Residential Caregiver (where applicable) which are considered to be adventure activities or extreme sports. The School shall only give such Consent where approved by the Parents in terms of the Contract of Enrolment.
10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular check-ins with both the Student and the Residential Caregiver.
11. Unless otherwise agreed in writing, the Student will be entitled to commence their Homestay at the Accommodation 5 days prior to the Period of Enrolment (as that term is defined in the Contract of Enrolment) commencing and 5 days following the end date of the Period of Enrolment (as that term is defined in the Contract of Enrolment). Should this Agreement be terminated prior to the expiry of the Period of Enrolment the Student will be required to vacate the Accommodation immediately. The School may, at its sole discretion, and without any obligation on it to do so, extend the time for the Student to vacate the Accommodation. Any such extension shall be given in writing and shall be without prejudice to the School's right to later insist that the Student immediately vacate the Accommodation.

Expectations

12. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
13. In the event that the Student is removed from a Residential Caregiver for any reason, the School will take all reasonable steps to source, over a reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.
14. The Student will treat the Accommodation with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.

Fees

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

Termination

16. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
17. If the Student is suspended, expelled or excluded from the School, the parties agree that this shall constitute a breach of the Accommodation Requirements and this Agreement may be terminated as a consequence.
18. Where this Agreement is terminated, fees may be refunded in accordance with School Policies.

General

19. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents irrevocably:
 - (a) submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (b) agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
20. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be deemed to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be deemed to have been received when acknowledged by the party or by return email.
21. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
22. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.

Disputes

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

Signing

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

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 tattoo, piercing or other bodily embellishments.
4. To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents, including without limitation, any policies of the School which apply.
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 Homestay or the School. This clause shall not prevent the Student travelling between the Homestay and the School.
8. 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: _____

School

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

Name: _____

Signature: _____

Date: _____

Student

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

Name: _____

Signature: _____

Date: _____

Initialed by: _____(parent) _____(student)

PART FOUR:

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

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

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

School Name: _____ (the **School**)

Student's Name: _____ (the **Student**)

Mother's Name: _____

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

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

Address: _____ (the **Residence**)

AGREEMENTS

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

SIGNING

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

PARENT/S:

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

Name: _____ Signature: _____

Name: _____ Signature: _____

Date: _____

DESIGNATED CAREGIVER:

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

Name: _____ Signature: _____

Date: _____

SCHOOL:

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

Name: _____ Signature: _____

Date: _____