

AWATAPU COLLEGE

INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT SECONDARY SCHOOL

PART ONE: APPLICATION FORM

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.

SECTION 1

Student Details (Name must be as it appears on your passport)	
Family name:	Date of birth: Day Month Year
First name:	<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> _____
Email:	
Address: (in home country)	
First language:	Country of citizenship:
Passport number:	Expiry date: (please provide a copy of the student's passport)
Intended start date:	Intended end date:
Applying for year level: <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13	

Learning Information	
Current School:	Grade/year level:
If the student does not attend school, please give reasons and date of last attendance:	
How many years of schooling (excluding pre-school education) has the student had?	
During this time, has the student not attended school for 1 month or longer? If YES, please give details (dates and reason):	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide copies of the two latest school reports for the student with this application.	
Please provide a character and behaviour report from the student's current school.	
Does the student have any learning or behavioural difficulties <u>which may require extra school support or services</u> ?	
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details including any psychologist assessments and reports (attach additional pages if required).	
Please provide an academic report from the student's current school.	

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
Current English Language Level	<input type="checkbox"/> Basic <input type="checkbox"/> Intermediate <input type="checkbox"/> Advanced
Has the student undertaken a formal English test?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, name of test	Result
What is the student's main reason for attending school in NZ? <input type="checkbox"/> University Entrance <input type="checkbox"/> Educational Experience <input type="checkbox"/> Other (please state)	
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 been the subject of any matter before any Court?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'Yes' please provide details (attach additional pages if required)	
Has the student ever been declined enrolment at any education institution(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'Yes' please provide details (attach additional pages if required).	
What is the student's intended career?	
Please attach a hand-written letter from the student introducing themselves and explaining their reasons for wanting to study at this school.	

Parent One or Legal Guardian: (Name must be as it appears on your passport)	
NOTE: It is a 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 <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/>	Occupation:
Family name:	Date of Birth:
First name:	Relationship to student:
Street Address	
Postal Address	
Home Phone:	Mobile: Email:
First language:	Country of citizenship:
Passport number:	Expiry date:

Parent Two or Legal Guardian: (Name must be as it appears on your passport)	
NOTE: It is a 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 <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/>	Occupation:
Family name:	Date of birth:
First name:	
Street address:	Relationship to student:
Postal address:	
Home phone:	Mobile: Email:
First language:	Country of citizenship:
Passport number:	Expiry date:

Initialed by: _____(parent) _____(student)

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

Family, friend or relative details	
Do you have family/friend/relative who would be a support person in New Zealand? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please complete below.	
Name:	
Relationship to student:	
Mobile phone:	
Home phone:	
Email address:	

Agent Information (If using an agent)	
Agency name:	Address:
Agent name:	Work phone:
Agent email address:	Mobile Phone:

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

Insurance Details
All international students must have appropriate and current Medical and Travel Insurance while studying in New Zealand. Awatapu College will arrange insurance for the Student to meet the requirements of clause 16.5 of the Education (Pastoral Care of International Students) Code of Practice 2016.
Do you wish to purchase insurance through the school? <input type="checkbox"/> Yes <input type="checkbox"/> No
If you wish to purchase your insurance through the school, please ensure the medical information section on this form is completed fully and accurately to ensure appropriate coverage for the student for any pre-existing condition they may have.
If you are providing your own insurance, please provide an English copy of the policy details to the school once purchased.

Please provide the following documents with this application:	Passport size photograph
Photograph of the student	
A copy of the student's last two school reports	
A hand-written letter from the student introducing themselves, and explaining their reasons for wanting to study at the school	
A copy of the student's passport including passport number and expiry date	
A copy of the student's insurance policy details, if booking their own, with English translation (this may be submitted after enrolment is confirmed but must be prior departure from the home country)	
A copy of the student's vaccination certificate	

Initialed by: _____(parent) _____(student)

SECTION 2

HEALTH AND PERMISSION

This section must be completed by the Student's parent

PART A - HEALTH

Student Family Name _____

Student First Name _____

IMMUNISATION

All students should have completed their Childhood Immunisation Programme before commencing study at a secondary school in New Zealand.

- A copy of the student's immunisation record must be included in the application.

Please tick the vaccinations the student has completed:

- MMR (Measles, Mumps, Rubella) Polio (oral vaccine) Tetanus – year last vaccinated _____
- Diphtheria/Pertussis - year last vaccinated _____ Hepatitis B
- Covid - date of 1st dose ___/___/___ date of 2nd dose ___/___/___ Date of 3rd dose ___/___/___

Please tick the appropriate box if the student suffers from or has 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 Autism Spectrum Disorder Asperger's Syndrome Covid-19 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)

Does the student smoke? Yes No

MEDICATION

1. Is the Student on any medication? Yes No

If Yes, it will be assumed the Student will be carrying all the appropriate medication and is competent in its administration.

Please complete this section:

Name of Medication _____ Condition Medication is for _____

Time(s) to be administered _____ Amounts to be Administered _____

If more than one type of medication is taken please provide additional information on a separate document.

Medic Alert No: _____

Doctor's name in home country _____ Doctor's phone number _____

Doctor's email: _____

2. Is a plan required for the administration of medication and are there any other health issues? Yes No
If Yes, please specify _____
3. Does the Student suffer from any allergies, disability, eating disorders or medical conditions? Yes No
If Yes, please explain _____

4. Does the Student have a physical or mental condition or special medical or learning needs that might affect classroom learning? (e.g. hearing loss, vision impairment, loss of motor skills, ADHD, dyslexia etc.) Yes No
If Yes, please explain _____
5. Would the Student be limited, in any way, in taking part safely in any trips and/or activities organised by the school, International Education Manawatu and school approved organisations ? If Yes, please explain _____ Yes No
6. Is the Student allergic to penicillin? Yes No
If Yes, please state details _____
7. Has the Student been in contact with a contagious or infectious disease in the last month? Yes No
If Yes, please specify _____
8. Does the Student have any special dietary requirements (e.g. vegetarian, diabetic etc) Yes No
If Yes, please specify _____
9. Is the student a competent swimmer? If applicable, state the distance they can confidently swim: _____ If no, please comment (eg. Fear of water, able to tread water/survival float, etc): _____ Yes No
10. Does the student have any history of previous illness that may affect their enrolment, including mental illness? Yes No
If Yes, please provide details (attach additional pages if required) _____
11. Is there other information the staff should know to ensure the physical/emotional safety of the Student? Yes No
If Yes, please state details _____
12. Is there anything further that the school needs to be aware of in enrolling and supporting the the student as an international student? If Yes, please provide details (attach additional pages if required) Yes No

PART B - PERMISSION

- I give permission for an authorised Awatapu College staff member to provide over-the-counter medication such as acetaminophen, paracetamol or ibuprofen to my son/daughter when needed.
- I give permission for my son/daughter to attend trips organised by the school, International Education Manawatu and school approved organisations.
- I agree that my son/daughter will abide by the school rules while on any trip, including rules regarding the use of cell phones, as established by the teacher/s in charge.
- I agree that my son/daughter will follow instructions given to them by the staff in charge.
- I give consent for my son/daughter to undertake all trip activities.
- I agree that my son/daughter will have all necessary clothing and equipment required for any trips, including sun protection.
- I understand that the school does not accept responsibility for loss or damage to personal property.
- I give staff authority to arrange and administer if necessary, any medical treatment. This includes giving authority for my son/daughter in staff care to receive any emergency treatment, including an anaesthetic or blood transfusion, that is considered necessary by medical authorities in the event of an incident.
- I give staff in charge authority to arrange any travel for the Student to their Homestay, at my expense, should it be required for reasons of ill health.
- I understand that there are risks associated with involvement in any organised trips and events and that these risks cannot be completely eliminated.
- I give permission for the College to take such action as it decides is necessary for the treatment of my son/daughter in an accident or emergency, and agree to meet any costs incurred.

The above information in both Part A – Health and Part B - Permission of the Awatapu College, 'Health and Permission', is true and accurate and I agree to the conditions of trips organised by the school, International Education Manawatu and school approved organisations.

Parent name: _____

Parent signature: _____

Date ____/____/____

SECTION 3

HOMESTAY

Every International Student is required to live with an Awatapu College approved and monitored Homestay family unless the Student is living with a parent or an approved 'Designated Caregiver'.

STUDENT DETAILS

Family Name: _____

First Name: _____

Date of Birth: _____
Day / month / Year

Gender: Female
 Male

Nationality _____

Religion _____

HOMESTAY DETAILS

Who usually lives with you at home? (e.g. mother, father, brothers, sisters, grandparents etc)

Do you have any medical problems or allergies? *Please tick one* Yes No If Yes, please explain.

Are you on any medication? *Please tick one* Yes No If Yes, please explain.

Is there any food you cannot eat, or do you have any special dietary needs?

Please tick one Yes No If Yes, please explain

Are there any pets/animals that you would prefer NOT to have in your Homestay?

Are there any cultural or religious practices your Homestay family should know about?

Please tick one Yes No If Yes, please explain

Do you have any phobias? *Please tick one* Yes No If Yes, please explain.

What are your hobbies/interests? (e.g. sport, music, outdoor activities)

Please provide any other information that will help us choose the best homestay for you

SECTION 4 PRIVACY OF INFORMATION AND AGREEMENT

PRIVACY OF INFORMATION

The College follows the Information Privacy Principles in the Privacy Act 2020 relating to the collection, storage, use and disclosure of personal information.

I confirm I have been advised by Awatapu College that the information I provide will be used for:

- Student records
- Financial purposes for the College
- Communication with the College Parent-Teacher Association, Past Students Association and the Educational Trust
- NZ Qualifications Authority examination information
- Special Education Services

I accept that this information may later be used for statistical and/or research purposes and agree to its use for that purpose, provided the information is published in any way it will not identify the Student.

I understand that the information that I provide will be held at Awatapu College and that provided I give reasonable notice, I have the right to access this information.

I give permission to the College for use of the Student's images in publications, marketing and/or promotional material.

AGREEMENT

- I have read and understood the terms set out in this enrolment application.
- I confirm that the details provided in this enrolment application and accompanying documentation are correct and complete.
- I acknowledge that the provision of false information or the withholding of relevant information may result in the termination of the enrolment.

Student name _____ Student signature _____ Date _____

Parent name _____ Parent signature _____ Date _____

Agent name _____ Agent signature _____ Date _____
(if using an agent)

Awatapu College Representative Awatapu College Representative
name Mary Cherian Mathews signature _____ Date _____

AWATAPU COLLEGE

PART TWO:

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

Terms and Conditions:

Definitions

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

Accommodation means the residential accommodation provided to the Student.

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

Act means the Education and Training Act 2020.

Agreement means this Agreement including these terms and conditions and any schedules.

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

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

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

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 other charges, which is available from the School on request and may be updated from time to time.

Homestay has the meaning as set out in the Code.

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

Period of Enrolment means any period for which Fees are paid and for the purpose of this Agreement the enrolment of the Student begins on the course start date stated in the Student's Offer of Place and ends on the course end date stated in the Student's Offer of Place, or on such earlier date as the parties agree or the School terminates the Agreement according to clause 28 or 30 of the Agreement.

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

Preliminary Provisions

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

Terms of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student starts on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student for the renewed term.

- (b) agrees that where the school arranges insurance on behalf of the Parents, the Parents have disclosed all medical conditions to the School that may affect insurance cover.
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 end upon the Student's departure and resume upon the Student returning to New Zealand.
 7. This Agreement is considered to be written agreement from the Parent that the School is not responsible for the Student's day-to-day care where the student is in the custody of a Residential Caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purpose of supervising them during the Period of Enrolment.
 8. The School is not responsible for the Student's day-to-day care where the Student is in the custody of a person approved by the Parent as part of a transfer-of-care arrangement during enrolment made in accordance with the Code.
 9. During the Period of Enrolment the Student must keep the School reasonably informed of their whereabouts including if the Student intends to leave New Zealand during the Period of Enrolment.

Accommodation

10. The Parents and Student agree that no changes to accommodation arrangements will be made without the prior written agreement of the School.
11. The Parents and the Student agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.
12. The Parents irrevocably authorise the principal of the School to inform the Residential Caregiver (whether or not arranged through the School) of all matters and information required to be provided to the Parents and agree to appoint the Residential Caregiver in New Zealand to receive such information in place of the Parents.

Immigration and Insurance

13. The Parents and Student agree to comply with the visa requirements as set out in the Immigration Act 2009, and any visa conditions applicable to the Student's stay in New Zealand. The Parents and Student understand that the School has an obligation to report any breaches of the visa requirements to the appropriate immigration authority.
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 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.
16. The Parents agree they have read the policy details for the Student's travel insurance policy and any other relevant information provided by the insurer from time to time and:
 - (a) accepts all exclusions that apply to the insurance policy and

17. The Parents agree to cover any costs for the Student that are excluded by the Student's travel insurance policy and are not otherwise covered by publicly funded medical services in New Zealand. For the avoidance of doubt, the Parents agree that the School is not responsible for any costs incurred on behalf of the Student that are excluded by the Student's travel insurance policy or not covered by publicly funded medical services in New Zealand.

Fees

18. 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.
19. If Tuition is terminated by the School during a Period of Enrolment, any refund of the Fee applicable to that Period of Enrolment will be assessed according to the refund policy which is annexed to this Agreement as Schedule Three, as updated by the School from time to time.

Information, Warranties and Acknowledgements

20. 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 extra requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents must notify the School of any changing conditions in relation to the Student.
21. 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 on the Application Form;
 - (b) The Student does not have any medical or other special needs that require extra support, except as disclosed in the Application Form;
 - (c) The Student has never been charged with or convicted of any crime, and is not the subject of other proceedings before any court, except as disclosed in writing on the Application Form;
 - (d) All information in the Application Form is true and correct to the best of their knowledge and belief.
22. The Parents and Student acknowledge that:
 - (a) The School may obtain at any time from any person or organisation 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.

Initialed by: _____(parent) _____(student)

- (b) If the Student and/or Parents fail to provide any information requested in relation to the Student's 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, then this Agreement will be at an end.
- (d) Personal information of the Student and/or Parents collected or held by the School is provided and may be held, used and disclosed to enable the School to process the Student's eligibility to receive Tuition 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 considered 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 2020 to obtain access to and request corrections of any personal information held by the School concerning them.
- (h) Under the Privacy Act 2020, any information collected may be provided to education authorities.
- (i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant people outside the School, at the discretion of the School.
- (j) Where necessary to carry out any process under this Agreement, or to make any decision concerning the Student, the School may disclose personal information to any person, including immigration authorities, airlines, and travel agents.
- (k) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School, including social media posts by school staff, unless otherwise agreed in writing by the parties.

Consent

23. The Parents and the Student, who have signed this Agreement 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 agreements on the Student's behalf in the event of a medical emergency where it is not reasonably possible to contact the Parents.

- 24. The School shall seek specific written agreement 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 is considered to be an adventure activity or extreme sport or an activity that is organised by the School and requires the Student to stay away from their regular accommodation overnight.
- 25. Except in the circumstances described in clause 24, this Agreement is considered to be written agreement of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether agreement is sought from domestic students in relation to the same activity.
- 26. Unless otherwise agreed in writing by the parties, this Agreement is considered to be written agreement for leisure travel or stays organised and supervised by the Student's Residential Caregiver where the travel is within New Zealand for a period of not more than seven days and does not result in the Student missing any scheduled school days.

Conduct, Welfare, Discipline and Termination

- 27. 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 compliance with the School Code of Conduct in Schedule One, including any amendments made by the School during the Period of Enrolment.
- 28. In the event of any breach of this Agreement by the Student or the Parents, the School may take any Disciplinary Action it considers appropriate, including terminating this Agreement, and/or suspending, excluding or expelling the Student and (if applicable) notifying Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.
- 29. Without limitations, the following actions shall be considered to be breaches of this Agreement which may warrant Disciplinary Action:
 - (a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
 - (b) Any breach of the School Code of 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 threatens the education of any other Student;
 - (f) Any breach of clauses 14 or 15 of this Agreement or of the warranties contained in clause 21 of this Agreement;
 - (g) Failure to make payments invoiced according to the Fee Schedule; and
 - (h) Any other breach of this Agreement
- 30. Where appropriate, the School will follow the process set out in the Investigation Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers as stated

Initialled by: _____(parent) _____(student)

in clause 28 of this Agreement, but nothing in this Agreement shall limit the power of the School to immediately 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.

31. The School may terminate this Agreement if there is a Welfare Issue and the School forms the view that it cannot reasonably continue to meet its obligations under the Code or the Act with respect to the health and wellbeing of the Student within the School.
32. Where appropriate, the School will follow the process set out in the Investigation Policy which is annexed to this Agreement as Schedule Two when exercising the power in clause 31 of this Agreement, but nothing in this Agreement shall limit the power of the School to take urgent action, including terminating this Agreement or sending the Student home, where it considers that it is necessary to do so.

General Matters

33. 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.
34. This Agreement shall be construed and take effect according to the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the Parents:
 - (a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (b) Agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1996 within New Zealand and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
35. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be considered to have been received ten (10) days after posting.
36. Notices may also be given by sending an email to the email addresses specified on the first page of this Agreement and will be considered to have been received twelve (12) hours after it has been sent.
37. This Agreement contains the entire understanding between the parties. The terms of the Agreement may only be changed by the School in consultation with the Student, and Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.
38. The School shall at all times comply with the Health and Safety at Work Act 2015.
39. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
40. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
41. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed

counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.

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

Initialed by: _____(parent) _____(student)

CODE OF CONDUCT

PART A

Rights and Responsibilities

As the good name of Awatapu College is largely in the hands of its students, they are expected at all times to conduct themselves in such a way as to bring credit to themselves, their families and the College.

All students have a right to learn without being disrupted by others. No student has the right to interfere with any other student's learning or staff member's teaching programme.

All students and staff are entitled to be treated courteously and respectfully.

All students and staff have the right to work in a clean and attractive environment. It is the responsibility of individuals and groups within the College to leave classrooms and grounds in a neat and tidy condition.

Behaviour Code

Be thoughtful, cooperative and tolerant

This makes it easier for you to learn and to live together.

Respect others' rights to learn without interruption

This ensures that all students have a chance to learn without disruption from others.

Be well-mannered, considerate and friendly to each other, to staff and to visitors

This makes it easier to learn and live together and the whole school gains respect from the public.

Be proud of your school and keep it clean, safe and attractive

This helps confirm the community's high regard for this College and ensures that everyone can work in a pleasant environment.

Dress correctly and behave well at all times

This brings credit to you and your school.

Some types of behaviour are not acceptable at Awatapu College

- Bullying, violence or threatening behaviour. Bullying is any type of behaviour which is harmful to others, including:
 - *physical: hitting, taking from, kicking*
 - *verbal: name calling, insults, racist remarks*
 - *indirect: spreading nasty stories, excluding others from groups*
- Rude or abusive language
- Damaging or stealing property
- Disruptive and defiant behaviour

Why? Because these actions are unfriendly and unhelpful. They harm you and your school.

The most important things to remember are self-discipline, common-sense and respect for others.

Note:

- a. Students are deemed to be under the school's authority from the time they leave home in the morning until they return after school.
- b. Students attending or participating in any school activity outside normal school hours are bound by the school rules, e.g. trips, weekend or evening sporting or cultural fixtures.

This code means we expect you to do your best at all times and that we will help you to do your best.

Cyber Safety Use Agreement

Note to parents:

This background information may be helpful as you read through and discuss the Cyber Safety Use Agreement with your child. These are the seventeen rules to help keep students cyber safe as outlined in the Cyber Safety Use Agreement that you and your son / daughter have been asked to sign.

1. I cannot use the school ICT equipment until my parent and I have signed and returned the use agreement.

All students must have a use agreement signed by themselves and their parent. Use agreements are an essential part of cyber safety policy and programmes for schools and other organisations.

2. If I have my own user name, I will log on only with that user name. I will not allow anyone else to use my user name.

The user name is the unique identity by which the network recognises an individual. There are never two users with the same user name

Initialed by: _____ (parent) _____ (student)

and this allows the school to track the activity of any student. A user name could be misused if a student's password was known and then used by others.

3. I will not tell anyone else my password.

Passwords perform two main functions. Firstly, they help to ensure only approved persons can access the school ICT facilities. Secondly, they are used to track how those facilities are used. Knowing how the equipment is being used and by whom, helps the school to maintain a cyber safe environment for all users, and teaches the student the importance of personal security.

4. While at school or at a school related activity, I will not have any involvement with any ICT material or activity which might put myself or anyone else at risk (e.g. bullying or harassing).

Unfortunately, along with many benefits, technology has also provided new ways to carry out anti-social activities, for example, bullying and harassment by text message. Often students become involved in these acts through peer pressure, without thinking of the consequences.

5. I understand that I must not at any time use ICT to upset, offend, harass, threaten or in any way harm anyone connected to the school or the school itself, even if it is meant as a joke.

Harassing or bullying others will not be regarded as a joke by the school.

6. I understand that the rules in this agreement also apply to mobile phones. I will only use my mobile phone at the times that I am permitted to during the school day.

Students and parents are also reminded of the school's specific policy on the use of mobile phones at school.

7. I understand that I can only use the internet at school when a teacher gives permission and there is staff supervision.

There must be an educational purpose for students to be online or accessing the internet at school. Having a staff member present will help to ensure student safety.

8. While at school, I will not:

- a. Initiate access, or attempt to access age-restricted, or objectionable material**
- b. Download, save or distribute such material by copying, storing, printing or showing it to other people**
- c. Make any attempt to get around, or bypass security, monitoring and filtering that is in place at our school**

The school has a number of steps in place to prevent students accessing inappropriate, age-restricted or illegal material. The students also have an individual role to play in this process by not attempting to access information they know will not be acceptable at school. Disciplinary procedures will result if a student is attempting to bypass school internet filtering or security systems.

9. I understand that I must not download any files such as music, videos, games or programmes without the permission of a teacher. This makes sure the school complies with the Copyright Act 1994. I also understand that anyone who infringes copyright may be personally liable under this law.

Many files available on the internet are covered by copyright and although they can be easily downloaded, it may be illegal to do so. Sometimes these files can contain malicious content such as viruses, spyware programs or even inappropriate, age restricted or illegal material.

10. If I accidentally access inappropriate material, I will not show others. I will close or minimise the window and report the incident to a teacher immediately.

Because anyone can publish material on the internet, it does contain material which is inappropriate, and in some

cases illegal. The school has taken a number of steps to prevent this material from being accessed. However, there always remains the possibility that a student may inadvertently stumble across something inappropriate. Encourage the student to tell a teacher immediately if they find something which they suspect may be inappropriate. This encourages critical thinking and helps students to take responsibility for their actions and keep themselves and others safe. This way, they contribute to the cyber safety of the school community.

11. I understand that these rules apply to any privately owned ICT equipment/device (such as a laptop, mobile phone, USB drive) I bring to school or to a school related activity. Any images or material on such equipment / devices must be appropriate to the school environment.

Students need to be aware that if they bring any ICT device to school or to a school related event, then all stored content on it must be acceptable and appropriate for the school environment.

12. I will not connect any device (such as a USB drive, camera or phone) to school ICT or run any software without a teacher's permission. This includes wireless technologies.

Connecting devices and installing software bought from home may cause conflicts with the school ICT systems. The school must also abide by software licensing requirements included with software. This means that if the school has not purchased the software, the school may not be legally entitled to install that software.

13. I will ask my teacher's permission before I put any personal information online. I will also get permission from the other person involved.

This reduces the risk of students being contacted by someone who wishes to upset or harm them, or use their identity for purposes which might compromise students' privacy or security online.

14. I will respect all school ICT and treat ICT equipment / devices with care. This includes not intentionally disrupting the smooth running of any school ICT system, not attempting to hack or gain unauthorised access to any system, following all school cyber safety rules, not joining in if other students choose to be irresponsible with ICT, and reporting any breakages / damage to a staff member.

In addition to promoting student safety, the rules help the school to protect the considerable investments made in expensive ICT equipment. Intentionally disrupting ICT systems will be seen by the school as intentionally setting out to disrupt the learning of others.

15. I understand that the school may monitor traffic and material sent and received using the school's ICT network. The school may use filtering and / or monitoring software to restrict access to certain sites and data including email.

The school has an electronic monitoring system that has the capacity to record internet use, including user details, time, date, sites visited, length of time viewed and from which computer / device. The school may also use filtering to restrict access to certain sites.

16. I understand that the school may audit its computer network, internet access facilities, computers and other school ICT equipment / devices or commission an independent forensic audit. Auditing of the above items may include any stored content, and all aspects of their use, including email.

In an audit, all material, files and emails could be checked by the school.

17. I understand that if I break these rules, the school may need to inform my parent(s). In serious cases the school may take disciplinary action against me. I also understand that my family may be charged for repair costs. If illegal material or activities are involved, it may be necessary for the school to inform the police.

Depending on the seriousness of the breach, possible school responses could include one or more of the following: a discussion with the student, informing parent(s), loss of ICT privileges, the family possibly having responsibility for repair /replacement costs, the school taking disciplinary action.

Authenticity of Work – Background Information

There will be a number of assessment activities that will contribute credits towards the National Certificate of Educational Achievement (NCEA) while a student is at Awatapu College.

The work submitted for these assessments must be the student's own. If a student is found to have submitted work that is not their own, then the student will receive no grade for that assessment.

Students understand that if they wish to appeal any assessment decision they must discuss it first with their teacher and then with the Head of Department or Senior Management. Under normal circumstances, any appeal must be made within three school days of the return of an assessment on the form available from the Principal's Nominee.

Work must be kept on file in case it is required for moderation by NZQA. Students' work from previous years may be used by teachers to assist students.

Missed and Late Assessments

Work that is submitted for marking after the stated deadline may not be included in the body of evidence used to make an assessment decision.

If valid, authentic, task-specific evidence of task completion is not available, then credit for the assessment cannot be awarded.

When a student is absent from an assessment the following options may be available to the teacher and the student:

- Consider whether any other authentic and standard specific evidence exists on which a valid assessment decision could be based. This evidence must be documented so that the teacher's assessment decision can be verified by another subject specialist, or submitted for external moderation if required.
- Provide the student with a further assessment opportunity if one is available.
- Award no grade, or if the student had an adequate assessment opportunity, award Not Achieved.

Wilful Absence

A wilful absence will be considered as intent to avoid assessment. A further assessment opportunity will not be provided to a student who wilfully misses an assessment. If other valid, authentic standard specific evidence is not available, a result of Not Achieved will be reported.

Extensions

1. When an assignment has been set on a subject it must be handed to the teacher during the class period on the due date.
2. Any student who envisages being unable to complete an assignment on time, through circumstances beyond her / his control (for example, sickness, family trauma) should request an extension of time from the teacher.
3. An application for an extension must be made by written request in the logbook at least three school days before the due deadline if practicable.
4. At the time of the request, work done to date must be displayed along with a signed explanation for the request from a parent / caregiver.
5. Failure to submit sufficient and satisfactory evidence of work done so far will result in no extension being granted.
6. Any extension will not normally exceed three days beyond the original deadline and the student will be given full credit for this completed work.
 - This means work due on a Friday, with an extension, becomes due the next school day.
 - Care will be taken by teachers to accommodate the three day period prior to a holiday e.g. Tuesday would be a suitable due date before a Friday end of term.
7. If the extension is approved, the assignment should not be returned to the remaining students until the extension time has been reached.

Other

1. Students who feel they may need **special assistance** should contact the Teacher in Charge of Learning Support early in the year.
2. Students who think they may wish to attempt **scholarship exams** in a specific subject should alert their teacher as soon as possible.

Further Assessment Opportunities

A key feature of school-based internal assessment is that opportunity for further assessment can be provided to students who wish to improve their grade. Further assessment opportunities are not mandatory and their provision may not always be practical or feasible.

Resubmission involves the student improving their already submitted work.

1. A resubmission should be limited to specific aspects of assessment and no more than one resubmission should be provided.
2. Students should be capable of discovering and correcting immediately, without specific guidance or further teaching and learning.

Initialled by: _____(parent) _____(student)

3. Any resubmission must not compromise the authenticity or validity of the work.
4. A resubmission can be offered after either the first or the further assessment opportunity or after both.

Further assessment involves the student completing a new task or the same task in a different context.

1. One further opportunity for assessment of a standard can be provided each year. If one is offered, it must be offered to all students, and all assessment grades must be available.
2. A further assessment opportunity is only appropriate after additional teaching and learning has taken place.
3. The highest grade gained by a student will be reported to NZQA.

Derived Grade Process

Candidates who have been prevented from sitting external examinations or who consider that their performance in an external assessment has been seriously impaired because of exceptional circumstances beyond their control, may apply to the New Zealand Qualification Authority for a derived grade.

Advice to candidates:

- Impairment must be of a serious nature. It excludes claims on the basis of stress due to examinations, family disturbance, and minor illnesses.
- Medical certificates supporting the claim must be provided if the impaired performance is for a medical reason.
- The impairment must have affected the student during the examination period or have occurred within the month preceding exams (A longer period may apply in some circumstances).
- Impairment candidates should sit the external exam wherever reasonable and practical.
- Students need to be made aware that practice assessments may be used to generate a derived grade. Therefore, greater consideration may need to be given by students to achieve to the best of their ability in all school based assessments.
- As with internal assessment grades, a derived grade must be based on standard specific evidence i.e. from actual performance and not 'expected' performance.

A derived grade is possible where:

- The school has a grade recorded in its Student Management System which is based on standard specific evidence from a valid assessment(s) in the current year.
- The school's quality assurance process for internal assessment has been applied to the assessment materials (including the use of an *Internal Moderation Cover Sheet*).
- The school retains a copy of the assessment used to generate the evidence.

CODE OF CONDUCT

PART B:

1. ACCOMMODATION

All students must live in a Homestay approved by the school or with their parent or Designated Caregiver. Students may not live in a flatting situation. Students must accept and follow Homestay rules. **It is a condition of this enrolment that the Student must have on-going access to an approved Homestay family.**

2. FEES

All fees are as indicated on the Student's invoice. The fees must be paid in advance for one semester (half year), two semester periods (full year) or for the specified period of study.

The tuition fee covers all course instruction, and this includes English language classes. It does not cover stationery, materials such as course homework books, school trips, school uniforms, NZQA qualification entry fees, living related costs, transportation to and from school, recreational sports, extra-curricular activities or Homestay related costs.

3. PLACEMENT IN COURSES

- a. First priority will be given to improving proficiency in English, both written and spoken.
- b. When students first attend the College, assessments need to be completed in English Language and academic subjects.
- c. Students will be placed in classes depending on their English language proficiency and academic ability.
- d. Students may not be permitted to enrol in senior courses that lead to NZQA qualifications until language proficiency is gained and entry requirements for individual subjects are met.

4. ATTENDANCE, BEHAVIOUR, UNIFORM AND COURSE COMPLETION

- School uniform must be worn by students in Years 9 – 11. Students are expected to wear their uniform in accordance with the College's Uniform Code.
- Students in Year 12 and 13 do not need to wear school uniform. Students must maintain good standards of dress and adhere to the College's Mufti Code.
- The Student must attend school regularly, complete all academic course work and follow the Awatapu College Behaviour Code.
- The Student must not use drugs, alcohol and tobacco at school or after school hours. The College and Homestay rules, and New Zealand laws must be followed.
- If the student does not comply with the College's Conditions of Enrolment, Behaviour Code and Homestay Contract, it will result in the College being unable to provide an approved accommodation for the student.
- To be enrolled at Awatapu College the student must live with their parent(s) or Designated Caregiver or College approved Homestay. In the case where the College is unable to provide approved accommodation as a result of the student's unacceptable behaviour, the student's enrolment will be affected.
- If problems remain unresolved under the College's Conditions of Enrolment, Behaviour Code and Homestay, the Student may be stood down or suspended from school under the provisions of the New Zealand Education Act.

5. CYBER SAFETY IN THE HOMESTAY

Students must know what they can and cannot download. They must avoid any involvement with material or activities which could put at risk the Student and/or the Homestay family's safety, privacy and security. Students will accept responsibility for any costs or fines that occur as a result of his/her illegal downloading from the internet at the Homestay or any other place.

6. STUDENT TRAVEL

International students may travel out of Palmerston North with their immediate family or host family or an approved organisation, but all travel plans must be discussed with the International Director. All trips and holiday plans must be approved by the International Director and parents. Students are not permitted to take independent trips.

7. VEHICLE DRIVING

Students are not permitted to own or drive vehicles while enrolled at Awatapu College as an international student.

8. CONTACT DETAILS

Students are not allowed to leave the Homestay to live at another address without the permission of the College and written permission from the parents. The Student must inform the International Office if contact details or residential address have changed for their Homestay family.

8. IMMIGRATION

Student Visa/Permit applications and renewals are the responsibility of the Student's parents. The International Office staff will assist with this process if a request is made.

9. INSURANCE

Students are required to take out a comprehensive insurance cover. Awatapu College will organise this for the students. This fee is to be paid with the tuition fees.

10. GRIEVANCE PROCEDURES

The Student must notify the College if the Student is not happy or has concerns so that the Student can be helped to resolve any issues. Examples of issues that may arise are Homestay problems, attitude of teachers and/or other students towards the student, subjects, health, relationship with Designated Caregiver or other concerns.

Initialed by: _____(parent) _____(student)

If the Student believes the school has breached the Code of Practice for the Pastoral Care of International Students and the matter has not been settled/resolved following the school's internal procedures, the Student may bring the matter to the New Zealand Qualifications Authority (NZQA) who will process the complaint under the provisions of the International Student Contract Dispute Resolution Scheme (DRS).

Details of the DRS and the approved provider, Fairway Limited, can be accessed through the following links
DRS - <http://www.legislation.govt.nz/regulation/public/2016/0042/latest/DLM6748715.html?src=qs>
Fairway Limited <http://www.fairwayresolution.com/students-complaints>

11. COMMENCEMENT OF STUDY

The Student will commence study at Awatapu College following:

- return of the completed enrolment application
- payment of fees
- issuing of a Student Visa/Permit
- confirmation of Homestay arrangements

13. DOCUMENTS TO BE READ BEFORE SIGNING THIS DOCUMENT

Awatapu College Complaints and Grievance Procedure

. <http://www.awatapu.school.nz/images/International/Enrolment/ComplaintsGrievanceProcedures.pdf>

Awatapu College Uniform and Mufti Code

. <http://www.awatapu.school.nz/international/enrolment/uniform-mufti-code>

Summary of the Education (Pastoral Care for International Students) Code of Practice 2016

. http://www.awatapu.school.nz/images/International/Code_of_Practice/CodeofPractice_English.pdf

I understand this contract is valid for the period my son/daughter is enrolled at Awatapu College. By signing this form, I agree the code of conduct PART A and PART B have been read, understood and accepted.

Parent name _____ Parent signature _____ Date _____

Parent name _____ Parent signature _____ Date _____

Student name _____ Student signature _____ Date _____

Initialed by: _____ (parent) _____ (student)

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 under 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 Tertiary and International Learners) Code of Practice 2021 as updated from time to time and available online at www.legislation.govt.nz under Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.
 - Contract of Enrolment** means the agreement between the Student, the School and the Parents which governs the Student's Tuition.
 - Homestay** has the meaning as set out in the Code.
 - 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 live at an Accommodation approved by the School in line with the requirements of the Code.
3. The Parents and Student agree to the following terms and conditions of the Accommodation:
 - (a) The School 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) According to any statutory or other legal duty.
 - (b) The Parents agree that if behaviours or conditions of the Student emerge after placement with a Residential Caregiver such that the Residential Caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement.
 - (c) The Parents or the Student have the right under the Privacy Act 1993 to see and request corrections of any personal information held by the School concerning them in relation to the Student's placement with a Residential Caregiver.
 - (d) Under the Privacy Act 1993, any information collected may be provided to education authorities.
 - (e) These terms and conditions may be changed by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.
4. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):
 - (a) Charge the Parent such fees as required to pay for extra 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 Homestay Carer Agreement or a Designated Caregiver Agreement; and
 - (b) the School's usual requirements and policies relating to the Accommodation.

Initialed by: _____ (parent) _____ (student)

6. The School will ensure that to the best of its ability:
 - (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
 - (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
 - (c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the School;
 - (d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and
 - (e) The Student only engages in lawful, responsible and positive recreational activities outside of School.
7. Unless otherwise agreed in writing by the parties, the Parents agree for the Student to travel and stay overnight within New Zealand in the care of their Residential Caregiver for not more than seven days where the travel does not involve the Student participating in any adventure activities or extreme sports, or result in the Student missing any scheduled school days.
8. The School will seek specific written agreement from the Parents for travel or overnight stays of more than seven days or that results in the Student missing any scheduled school days.
9. The Student will seek specific written agreement from the School before the Student, being a Student of any age, participates in any activities which are considered to be adventure activities or extreme sports. The School will only give such Agreement where approved by the Parents.
10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include regular check-ins with both the Student and the Residential Caregiver.
11. Unless otherwise agreed in writing, the Student will be entitled to start their Homestay at the Accommodation 5 days before the Period of Enrolment (as that term is defined in the Contract of Enrolment) starts 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 before the expiry of the Period of Enrolment the Student will be required to move out of the Accommodation immediately. The School may, at its sole discretion, and without being required to do so, extend the time for the Student to move out of the Accommodation. Any such extension shall be given in writing and shall be without prejudice to the School's right to later insist that the Student immediately move out of the Accommodation.

Expectations

12. The Student will comply at all times with the Accommodation 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 find, 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 according to 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 according to School Policies.

General

19. This Agreement shall be construed and take effect according to the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents:
 - (a) submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (b) agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 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 considered to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be considered to have been received when acknowledged by the party or by return email.
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 about its content and effect.

Disputes

23. The parties agree that any dispute in relation to this Agreement will be resolved according to 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.

Initialled by: _____ (parent) _____ (student)

AWATAPU COLLEGE

ACCOMMODATION REQUIREMENTS (Schedule One)

While the student is living in a School approved Homestay, Awatapu College will ensure:

1. The Student's accommodation is safe, in an acceptable condition, and meets all regulatory and legislative requirements.
2. An appropriate safety check is completed for the Residential Caregiver(s) and all occupants over the age of 18 residing in the home.
3. Regular student interviews and home visits are conducted to monitor and review the quality of residential care.
4. There will be effective communication with the Student and parents when accommodation issues arise. The College will be the mediator in any disagreement between the Student and the Homestay parents.

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

1. Comply with all laws of New Zealand.
2. Not leave the Homestay to live at another address without the permission of the College and written permission from the Parents.
3. Notify the International Director immediately if they are not happy or have concerns relating to the Homestay situation.
4. Declare all details of their Medical Condition or Health Issues that might affect him/her during their enrolment. In the interest of the personal welfare of the Student, the College may communicate personal information relating to the history, safety and wellbeing of the Student to the Homestay parents.
5. Not engage in any social or leisure activities that may place them or 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.
6. Comply with all Homestay rules, expectations and curfew set by the School and Homestay parents, including without limitation, any policies of the School that apply.
7. Inform the Homestay family of their whereabouts at all times.
8. Offer to help with Homestay family routines and join in with Homestay family activities as appropriate.
9. Not make any national or international telephone calls from the Homestay's phone unless the charges are reversed. If any such calls are made, the Student must reimburse the Homestay for any costs.
10. Discuss internet use, which will be by agreement between the Student and the Homestay parents.
11. Pay for their own personal products and personal costs associated with any trips.
12. Comply with sleepover rules. Sleepovers are not allowed but with permission from the International Director, it may be considered. The College reserves the right to decline sleepover requests.
13. Stay at the Homestay address daily and not to travel overnight outside of the town or city where the student is living without prior written permission from the School. This clause shall not prevent the Student travelling between the Homestay and the School.
14. Respect the privacy, values and property of the Homestay – for example, when applying hair dye and nail polish or engaging in any other activity that may cause damage to the home.
15. To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments.
16. To not use or not do anything which may cause damage to the Accommodation, including applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.

When enrolling the student, the parents agree:

1. To pay the fees for the Student's Homestay accommodation in advance directly to Awatapu College prior to the Student's start date.
2. That if the Student moves Homestay, it is expected that a minimum of two weeks' notice is given; failure to do so may result in a payment of two weeks Homestay fee in lieu of notice.

3. That if the Student is away from the Homestay and their room is left as it is with their belongings, a Retainer Payment of \$50.00 per week will be paid to the homestay. If the Homestay family uses the room while the Student is away during the summer holidays a one-off fee of \$50.00 will be paid to the Homestay family for storing the Student's personal belongings.

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: _____ Signature: _____ Date _____
Day month year

Name: _____ Signature: _____ Date _____
Day month year

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 _____
Day month year

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 _____
Day month year

AWATAPU COLLEGE

Investigation Policy (Schedule Two)

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

Overview

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

General Policy

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

Stage One: Incident Investigation

10. When the School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise warrant a Disciplinary Action or which may constitute a Welfare Issue, the School will notify the Student of the Situation and will provide the Student with an opportunity to give a response.

Initialed by: _____(parent) _____(student)

11. Where appropriate, having regard to the seriousness of the Situation, the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the Situation.
12. When the School makes a decision about the Situation it will advise the Student and Parent, in writing if possible, about its conclusion as to what happened and whether it considers that it requires some kind of formal response – whether Disciplinary Action, Termination or other intervention.

Stage Two: Outcome Discussion

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

Initialed by: _____(parent) _____(student)

AWATAPU COLLEGE

Refund Policy (Schedule Three)

Requests for a refund of international student fees

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

Non-Refundable Fees

3. The School is unable to refund some fees. The following fees relate to expenses that the School may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:
 - a. **Administration Fee:** Administration fees meet the cost of processing an international student application. Administration fees exist whether an application is accepted or not or whether a Student remains enrolled after an application is accepted.
 - b. **Insurance:** Once insurance is purchased, the School is unable to refund insurance premiums paid on behalf of a student. Students and Parents may apply directly to an insurance company for a refund of premiums paid.
 - c. **Homestay Placement Fee:** Homestay placement fees meet the cost of processing a request for Homestay accommodation by the student. Costs incurred for arranging Homestay accommodation for the Student prior to the refund request cannot be refunded.
 - d. **Used Homestay Fees:** Homestay fees paid for time the Student has already spent in a Homestay cannot be refunded. Used Homestay fees may also include a notice period of two weeks.
 - e. **Portion of Unused Tuition Fees:** The School may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the School and may vary.

Requests for a refund for failure to obtain a study visa

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

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

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

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

7. If the Student voluntarily withdraws **21 days or more before the start date of enrolment**, a refund will be provided less any non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.
8. If the Student voluntarily withdraws **less than 21 days before the start date of enrolment**, other than where they have failed to obtain an appropriate visa and have provided evidence of this, a refund will be provided less a minimum of 10 weeks' tuition fees and any other relevant non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.

Initialed by: _____(parent) _____(student) 9

9. If a Student voluntarily withdraws after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. The notice period will begin the day after the School receives written notice of the Student's intention to withdraw from enrolment and the student may continue to attend school during the notice period.

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

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

Other circumstances where a refund request may be considered:

Where a student's enrolment is ended by the School

12. In the event the Student's enrolment is ended by the School for a breach of the contract of enrolment or as a consequence of a Welfare Issue, then the School will consider a request for a refund less:
- Any non-refundable fees set out in this policy;
 - A minimum of ten weeks tuition fees from the date of termination; and
 - Any other reasonable costs that the School has incurred in ending the Student's enrolment

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

13. If a Student changes to a domestic student after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. The notice period will begin the day after the School receives written notice that the Student has obtained a visa permitting them to change to domestic-student status.

Where a Student voluntarily requests to transfer to another signatory

14. If a Student requests to transfer to another signatory after the commencement of their enrolment, a minimum of 10 tuition weeks of prior notice is required. The notice period will begin the day after the School receives written notice that the Student requests to transfer to another signatory.

Refund of other fees

Requests for a refund of Homestay fees

15. If for any reason, the Student withdraws after their stay in a School Homestay, any unused Homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
16. Where the Student moves from a School Homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this policy.

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

17. Except by written request from parents, prepaid fees unused at the end of enrolment will be refunded into a nominated bank account.

Outstanding activity fees or other fees

18. 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

19. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.

Initialed by: _____ (parent) _____ (student)

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

20. A decision by the School relating to a request for a refund of fees will be provided to the student or Parent in writing and will set out the following information:
 - a. Factors considered when making the refund decision;
 - b. The total amount to be refunded; and
 - c. Details of non-refundable fees.

21. In the event the Student or the Parent is dissatisfied with a refund decision made by the School or is dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the International Student Disputes Resolution Scheme or to make a complaint to the Code Administrator.

Initialed by: _____ (parent) _____ (student)

AWATAPU COLLEGE

PARENTS/LEGAL GUARDIANS AND STUDENT'S DECLARATION AND AUTHORISATION

We declare that the information provided to the College is true and complete. We understand that any false or incomplete information submitted may invalidate this enrolment. We agree that we have received sufficient information to make an informed decision about enrolment at Awatapu College.

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 provided in all documents are true and complete.

SIGNING

Parents/Legal Guardians

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

Name: _____ Signature: _____ Date _____
Day month year

Name: _____ Signature: _____ Date _____
Day month year

Student

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

Name: _____ Signature: _____ Date _____
Day month year

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 Agreements in all respects.

Name: Mary Cherian Mathews Signature: _____ Date _____
Day month year

Initialed by: _____ (parent) _____ (student)