



## INTERNATIONAL LEARNER APPLICATION FORM AND CONTRACT

### PART ONE: APPLICATION FORM

#### Notes:

1. It is important that all relevant information about the student is included in this application. This information is used to ensure that the student is supported properly upon arrival and while enrolled, 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.
2. The Education (Pastoral Care of International Learners) Code of Practice 2021 requires that all students under 10 years of age must live with a parent or legal guardian in New Zealand while enrolled at a school. Where a student under the age of 10 years is found to be living in accommodation other than with a parent or legal guardian, they will not be permitted to attend school and this will result in the withdrawal of an Offer of Place or the summary termination of a Contract of Enrolment.

<b>Student Details</b> (Name must be as it appears on your passport)	
Family name:	
First name:	Date of birth:
Preferred name:	<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> _____
Email:	
Address: (In home country)	
First language:	Country of citizenship:
Passport number:	Expiry date:
Intended start date:	Intended end date:

<b>Parent One or Legal Guardian:</b> (Name must be as it appears on your passport)	
<b>NOTE:</b> It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section <b>MUST</b> 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:
First language:	Country of citizenship:
Passport number:	Expiry date:

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

**Parent Two or Legal Guardian:** (Name must be as it appears on your passport)

**NOTE:** It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section **MUST** be the contact information for the parents or legal guardian.

Title: Mrs <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:	

**Emergency Contact** (In home country, other than parents):

Contact's name:	
Relationship to the student:	
Mobile phone:	
Home phone:	
Email address:	

**Agent Information (If using an agent)**

Agency name:	
Agent name:	
Agent email address:	Phone:

**Medical Information**

Name of doctor (in home country):
Phone number of doctor:
Has the student had any previous physical or mental health illness or problems that may affect their enrolment?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details including doctor or hospital reports (attach more pages if required).
Has the student been vaccinated for any diseases?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide a copy of the vaccination certificate.
Please tick the appropriate box if you suffer from or have suffered from any of the following medical conditions:
<input type="checkbox"/> Asthma <input type="checkbox"/> Back/Neck problems <input type="checkbox"/> Glandular Fever <input type="checkbox"/> Allergy to bee/wasp stings <input type="checkbox"/> Migraines <input type="checkbox"/> HIV or AIDS <input type="checkbox"/> Diabetes <input type="checkbox"/> Hepatitis A, B or C <input type="checkbox"/> Depression/Anxiety <input type="checkbox"/> Heart Condition <input type="checkbox"/> Tuberculosis <input type="checkbox"/> ADD/ADHD <input type="checkbox"/> Allergies <input type="checkbox"/> Food Allergies <input type="checkbox"/> Eating Disorder <input type="checkbox"/> Epilepsy <input type="checkbox"/> Mobility issues <input type="checkbox"/> Behavioural Difficulties <input type="checkbox"/> Learning Difficulties <input type="checkbox"/> Mental Illness <input type="checkbox"/> Depression/Anxiety <input type="checkbox"/> Autism Spectrum Disorder <input type="checkbox"/> Asperger's Syndrome <input type="checkbox"/> Covid-19 <input type="checkbox"/> Other: (Please describe)
Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach more pages if required).
Is the student currently on any medication?

☐ Yes ☐ No  
If 'Yes' please provide details (attach more pages if required).

**Please note: If you suffer from conditions requiring medication, it is advisable to bring your own medication to New Zealand. You will be required to notify the school regarding any medications that you bring with you.**

Is there anything further regarding the health of the student that the school needs to be aware of in enrolling and supporting the student as an international student?

☐ Yes ☐ No  
If 'Yes' please provide details (attach more pages if required).

Do you agree to the school providing over-the-counter medication \*such as acetaminophen, paracetamol or ibuprofen?

☐ Yes ☐ No  
If 'No' please specify what medications you do not want the student to receive:

### Learning Information

Current school:

Grade/Year level:

If the student does not currently attend school, please give reason and date of last attendance:

Please describe your learning goals for studying in a New Zealand school (attach more pages if required).

How many years of schooling **not including pre-school education** has the student had?

During this time, has the student not attended school for 1 month or longer? ☐ Yes ☐ No  
If Yes, please give details (dates and reason):

Please provide a copy of the latest two school reports for the student with this application

Does the student have any learning difficulties which may require extra school support or services?

☐ Yes ☐ No  
If 'Yes' please provide details (attach more pages if required).

Does the student have behavioural difficulties which may require extra school support or services?

☐ Yes ☐ No  
If 'Yes' please provide details (attach more pages if required).

### General Details

Has the student previously applied for entry to the school?

☐ Yes ☐ No

If yes, when?

Has the student ever had a family member or relative enrolled at the school?

☐ Yes ☐ No

Name:

Year attended:

Has the student previously studied at any other NZ school?

☐ Yes ☐ No

If yes, please state the name of the school:

Dates:

How many years has the student studied English?

[ ] Months [ ] Years

Please indicate the students' level of English:

☐ Complete beginner ☐ Able to hold simple conversations  
☐ Able to understand enough to know what is going on in the classroom

Do the student's parents speak or read English?

Speak

☐ Yes ☐ No

Read

☐ Yes ☐ No

**Accommodation Requirements:**

**NOTE: The Education (Pastoral Care of International Learner) Code of Practice 2021 requires that all students under 10 years of age must live with a parent or legal guardian in New Zealand while enrolled at a school unless they are accommodated in a school hostel.**

The student will live with: ☐ Parent or ☐ legal guardian

Does the student have any food allergies or special dietary requirements?


☐ Yes ☐ No

If 'Yes' please provide details (attach more pages if required).

**Insurance Details**

*You must provide an English copy of the policy and certificate to the school before departure from home country.*

**Checklist of documents and Information you must include with your application**

<input type="checkbox"/>	Photograph of the student	Passport size photograph 
<input type="checkbox"/>	A copy of the student's last two school reports	
<input type="checkbox"/>	A hand-written letter from the student introducing themselves, and explaining their reasons for wanting to study at the school (optional)	
<input type="checkbox"/>	A copy of the student's passport including passport number and expiry date	
<input type="checkbox"/>	A copy of the student's insurance policy details with English translation (this may be submitted after enrolment is confirmed but must be prior to departure from the home country)	
<input type="checkbox"/>	A copy of the student's vaccination certificate	

## PART TWO:

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

### Terms and Conditions:

#### Definitions

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

**Accommodation** means the residential accommodation provided to the Student.

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

**Agreement** means this Agreement including any schedules.

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

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

**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.

**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.

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

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

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

**Tuition** means the education of the Student at the School.

**Period of Enrolment** means any period for which Fees are paid and for the purpose of this Agreement the enrolment of the Student begins on the course start date stated in the Student's Offer of Place and ends on the course end date stated in the Student's Offer of Place, or on such earlier date as the parties agree or the School terminates the Agreement according to clause 29 or 31 of the Agreement.

#### Preliminary Provisions

2. The Agreement is declared to be a Contract of Enrolment in terms of section 2 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 begins 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. In addition, the School shall have no responsibility for the Student outside of school hours.
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 and the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student for the renewed term.
6. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School 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. During the Period of Enrolment the Student must keep the School reasonably informed of their whereabouts including without limitation if the Student intends to leave New Zealand during the Period of Enrolment.

#### Accommodation

8. The Parents agree that where the Student is under the age of 10 years at any time during the Period of Enrolment, the Student will live with one or both Parents at all times while aged under 10 years.
9. The Parents agree that no changes to accommodation arrangements will be made without the prior written agreement of the School.
10. The Parents agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place.

## Immigration and Insurance

11. The Parents 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 understand that the School has an obligation to report any breaches of the visa requirements to the appropriate immigration authority.
12. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
13. The Parents agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. The Parents will provide the School with evidence of the relevant insurance policy. If appropriate evidence is not provided, the School may refuse to allow the student to attend classes until appropriate evidence of insurance is provided.
14. 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.
15. The Parents agree to cover any costs for the Student that are excluded by the Student's travel insurance policy and that not 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

16. The Fee must be paid to the School in advance of each Period of Enrolment or as otherwise directed by the School. The Parents agree to comply with School policies regarding the payment of the Fee.
17. If Tuition is terminated by the School during a Period of Enrolment, any refund of the Fee applicable to that Period of Enrolment will be assessed according to the refund policy contained in Schedule Three, as updated by the School from time to time.

## Information, Warranties and Acknowledgements

18. The Parents agree to provide the School with educational, medical, financial or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parent/s 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 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.
19. The Parents confirm that:
  - (a) The Student does not suffer from any medical condition or behavioural condition (including mental health conditions and allergies) that may negatively impact on the health, safety or education of the Student or any other student at the School, except as disclosed in writing in the Application Form;
  - (b) The Student does not have any medical or other special needs that require extra support, except as disclosed in writing in the Application Form;
  - (c) All information in the Application Form is true and correct to the best of their knowledge and belief.

## 20. The Parents 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 authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.
- (b) If the 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) All personal information provided to the School is collected and will be held by the School.
- (f) 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.
- (g) Under the Privacy Act 2020, any information collected may be provided to education authorities.
- (h) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.
- (i) 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.

## Agreement

21. The Parents, 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.
22. Where the Student lives with the Parents, the School shall seek specific written agreement of the Parents in accordance with school policies and procedures before the Student participates in any activity either organised by the School or by another party on behalf of the School.



## Conduct, Discipline and Termination

23. The Student will comply at all times with school policies, the Code and the Act, and the Parents shall work with the School to ensure such compliance. This includes, without limitation, compliance with the Code of Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.
24. In the event of any breach of this agreement by the Student or the Parents, the School may take any disciplinary step it considers appropriate, including terminating this Agreement, and/or suspending, excluding or expelling the Student and (if applicable) notify Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.
25. Without limitation, the following actions shall be 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 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 Requirements by the 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 15 or 16 of this Agreement or of the warranties contained in clause 22 of this Agreement;
  - (g) Failure to make payments according to the Fee Schedule; and
  - (h) Any other breach of this Agreement
26. Where appropriate, the School will follow the process set out in the Disciplinary Policy in this Agreement as Schedule Two when exercising its disciplinary powers as stated in clause 31 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.

## PARENTS' DECLARATION AND AUTHORISATION

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

**Key Terms:** This Contract of Enrolment includes provisions:

## General Matters

27. No party to this Agreement is liable to the other for failing to meet its obligations under this Agreement to the extent that the failure was caused by an act of God or other circumstances beyond its reasonable control.
28. This Agreement shall be construed and take effect 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.
29. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be considered to have been received ten (10) days after posting.
30. Notices may also be given by sending an email to the email addresses specified on the first page of this agreement and will be considered to have been received 12 hours after it has been sent.
31. This Agreement contains the entire understanding between the parties. The terms of the Agreement may be changed by the School in consultation with the Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.
32. The School shall at all times comply with the Health and Safety at Work Act 2015.
33. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
34. The parties acknowledge that before signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
35. 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.
36. The parties agree that any dispute in relation to this Agreement will be resolved in line with the Code and the School Policies.
- (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 agreement for the School to permit certain activities without further agreement from the Parents.

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

**By signing this agreement you:**

1. Confirm that all of the information in the application form is true and complete.
2. Confirm that where the Students is under 10 years of age, the Student will live with a parent or legal guardian in New Zealand while enrolled at the School.

**SIGNING**

**Parents**

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

Name(s):

---

---

Signature(s):

---

---

Date:

---

**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:

---



# Code of Conduct

(Schedule One)

## Behaviour Management

Managing behaviour relies on consistently applying our school's behaviour plan and strategies to promote positive student behaviour. We also expect high standards of conduct from our school community, including staff, visitors, parents, and whānau, which involves modelling positive behaviour for students.

### Behaviour management guidelines at Botany Downs School

- Staff, including relievers, coaches, and tutors etc, maintain positive learning environments and relationships within the school community.
- We make a clear statement of acceptable and unacceptable behaviour known to all staff, parents, and students.
- All members of the school have a responsibility to recognise bullying and to take action when they are aware of it happening.
- We consistently apply our behaviour management strategies in all cases of unacceptable behaviour, and try to maintain the dignity of the student at all times.
- Staff manage challenging behaviour and use de-escalation techniques if a student's behaviour is becoming out of control and/or poses a danger to themselves or others.
- Physical restraint is only used to prevent imminent harm to the student or another person, and only according to our physical restraint guidelines.
- We action procedures outlined by the Ministry of Education for stand-down, suspension, or exclusion in cases of extreme and/or persistent behaviour.
- We work with parents, staff, and outside agencies if necessary, to plan individual programmes and strategies for students with particular behaviour difficulties. These students may be managed outside the school's behaviour plan.
- Seclusion and corporal punishment are not used at this school.

*Our various policy and procedure documents are available to view via School*

*Docs: <https://botanydowns.schooldocs.co.nz/>*

*Username: botanydowns / Password: best*

## Disciplinary Policy

(Schedule Two)

1. The following is the School's current disciplinary policy for dealing with breaches of the Agreement. This is not intended to restrict the School's general power of discipline and this policy may be changed from time to time at the discretion of the School.

### Overview

2. Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not call for any formal response other than a warning, the School will try, where appropriate, to follow a two-stage disciplinary process.
3. In Stage One, the School will investigate and decide the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.
4. In Stage Two, if the School has decided that a breach has occurred, the School will consider the appropriate response to that breach, up to and including termination of the Agreement.
5. The Student and the Parents will have an opportunity to provide a response to the alleged breach that the School is investigating (**the Allegation**) and any proposed disciplinary action that the School is considering taking (**the Proposed Action**).
6. This policy does not limit the School's power to take appropriate disciplinary action urgently and without following this process if this is necessary having regard to the seriousness of the breach.
7. This policy also does not limit the School's power to suspend the student for the duration of the disciplinary process where suspension is considered necessary for the safety or education of any person.

### General Policy

8. When the School is conducting a disciplinary process involving the Student it will aim to provide the Student with the following:
  - (a) a written summary of the Allegation or the Proposed Action;
  - (b) an opportunity to respond to the Allegation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
  - (c) an opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (keeping in mind the seriousness of the Allegation or the Proposed Action) before giving a response;
  - (d) an opportunity to contact their Parent before giving a response, unless the delay caused by contacting that person is

unreasonable keeping in mind the seriousness of the Allegation or Proposed Action;

- (e) an opportunity to have an independent support person of their choice present at any meeting relating to the disciplinary process;
- (f) an opportunity to meet with that support person in private at any stage during the disciplinary process;
- (g) an opportunity to have a translator present (or otherwise enable the student to participate in the process in their 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 disciplinary process.

### Disciplinary Procedure

#### Stage One: Incident Investigation

9. When the School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise require a disciplinary response, the School will notify the Student of the Allegation and will provide the Student with an opportunity to give a response.
10. Where appropriate, keeping in mind the seriousness of the Allegation, the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the Allegation.
11. When the School makes a decision about the Allegation it will inform the Student and parent, in writing if possible, about its conclusion as to what happened and whether it amounts to a breach of the Agreement.

#### Stage Two: Outcome Discussion

12. If the School determines that a breach of the Agreement has occurred, it will inform the Student and parent of the possible disciplinary actions that it will consider taking in response to the breach and will provide the Student and parents with an opportunity to give a response.
13. Where appropriate, keeping in mind the seriousness of the breach, the Student and parent will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before deciding the disciplinary action to be taken.
14. When the School decides the disciplinary action that it will take in response to the breach, it will

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

Updated November 2021

inform the Student and parents of its decision, in writing if possible. The disciplinary action will not take effect, and no actions will be taken to put it into place, until the Student and parents have been informed of the decision.

## 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

The bank account details to receive any eligible refund, including bank address and swift code where relevant

Any relevant supporting documentation such as receipts or invoices

### 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. **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 an international 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:

- a. Where a 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.

- b. 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

(Enrolments of more than one term):

5. If an international student voluntarily withdraws, whether before or after the start date of their 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 ten weeks tuition fees and other any relevant non-refundable fees as outlined in this policy. The minimum ten week notice period will begin the day after the date on which the school receives written notice of the student's intention to withdraw.

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

6. If the school fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the school will negotiate with the student or their family to either:
  - a. Refund the unused portion of international student tuition fees or other fees paid for services not delivered, or
  - b. Transfer the amount of any eligible refund to another provider, or
  - c. Make other arrangements agreed to by the student or their family and the school.

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

#### Where a student's enrolment is ended by the school

7. In the event a student's enrolment is ended by the school for a breach of the Contract of Enrolment, the school will consider a request for a refund less:
  - a. Any non-refundable fees set out in this policy
  - b. A minimum of ten weeks tuition fees from the date of termination
  - c. Any other reasonable costs that the school has incurred in ending the student's enrolment

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

8. If an international student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by the school. A refund will be provided less a minimum of ten weeks tuition fee and other any relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after the school receives written evidence of the student's domestic student status.

### **Where a student voluntarily requests to transfer to another signatory**

9. If an international student requests to transfer to another signatory after the start date of their enrolment, reasonable written notice of the transfer is required by the school. A refund will be provided less a minimum of ten weeks tuition fee and other any relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after the school receives written notice of the student's intended withdrawal.

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

10. Any activity or other fees incurred by a 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**

11. 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.

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

12. A decision by the school relating to a request for a refund of international student fees will be provided to the student or family in writing and will set out the following information:
  - a. Factors considered when making the refund decision
  - b. The total amount to be refunded
  - c. Details of non-refundable fees
13. In the event the Student or their 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.

