

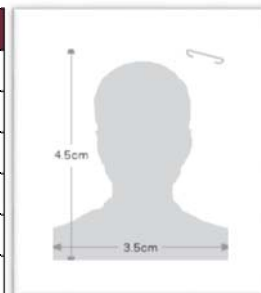
Cashmere High School  
International Office  
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New Zealand

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Email: [international@cashmere.school.nz](mailto:international@cashmere.school.nz)  
Web: [www.cashmere.school.nz](http://www.cashmere.school.nz)

**PART ONE:**

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

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



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

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

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

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

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

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

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

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

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

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

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

**Other Interests**

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

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

**Accommodation Requirements**

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

**Homestay (If living in a Cashmere High School homestay)**

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

Does the student like cats and dogs?  Yes  No

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

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

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

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

Does the student smoke?  Yes  No

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

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

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

*All students living in homestay will have their own bedroom.*

**OR**

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

Name of caregiver:

Address (in NZ):

Home phone (in NZ):

Mobile (in NZ):

Email:

Relationship to student:

**OR**

**Parent Details (If living with parents or legal guardian)**

Name of parent:

Address (in NZ):

Home phone (in NZ):

Mobile (in NZ):

Email:

## INFORMATION ONLY

### Quality Assurance

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

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

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

### Staffing and Facilities

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

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

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

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

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

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

### Potential Learning Outcomes and Pathways

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

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

### Variation of Conditions on a Student Visa

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

### Useful Links

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

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

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

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

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

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

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

Cashmere International Facebook Page: [www.facebook.com/cashmere.internationals](http://www.facebook.com/cashmere.internationals)

Events Calendar for New Zealand: [www.eventfinder.co.nz](http://www.eventfinder.co.nz)

## Refund Policy

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

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

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

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

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

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

## Grievance Procedures

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

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

You can submit your complaint query on the NZQA website, or send an email to [qadrisk@nzqa.govt.nz](mailto:qadrisk@nzqa.govt.nz)

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

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

You can contact iStudent Complaints on 0800 00 66 75 or DRS online at [www.fairwayresolution.com/istudentcomplaints](http://www.fairwayresolution.com/istudentcomplaints)

## Insurance and Liability

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

## PART TWO:

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

### Terms and Conditions:

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

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

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

**Act** means the Education Act 1989.

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

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

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

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

**Fee Schedule** means the schedule of fees for Tuition, Accommodation and miscellaneous charges.

**Homestay** has the meaning as set out in the Code.

**Parents or Legal Guardians** means the parents or legal guardians referred to in the annexed Application Form.

**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.

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

**Period of Study** 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.

2. The School shall provide Tuition to the Student in accordance with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.
3. The Parents or Legal Guardians and Student agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of the School.
4. The Parents or Legal Guardians and Student agree to comply with the immigration requirements as set out in the Immigration Act 2009, and any immigration conditions applicable to the Student's stay in New Zealand. The Parents or Legal Guardians and Student understand that the School has an obligation to report any breaches of the immigration requirements to the appropriate immigration authority.
5. The Parents or Legal Guardians and the Student agree that this Agreement is subject to an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.

6. The Fee must be paid to the School in advance of each Period of Study or as otherwise directed by the School. The Parents or Legal Guardians and the Student agree to comply with school policies regarding the payment of the Fee.
7. If Tuition is terminated by the School during a Period of Study, in accordance with the Act and the Code, any refund of the Fee applicable to that Period of Study will be assessed in accordance with school policies.
8. The Parents or Legal Guardians and the Student, who have signed this Agreement irrevocably appoint and authorise the principal of the School (or such other person as may be appointed by the School to carry out the principal's duties) to:
  - (a) Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, educational or welfare information;
  - (b) Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents or Legal Guardians.
9. The Parents or Legal Guardians irrevocably authorise the principal of the School to advise the Residential Caregiver (whether or not arranged through the school) of all matters and information required to be provided to the Parents or Legal Guardians and agree to appoint the Residential Caregiver in New Zealand to receive such information in substitution for the Parents or Legal Guardians.
10. The Parents or Legal Guardians agree to provide the School with academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents or Legal Guardians 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 Parent or Legal Guardians such fees as required to adequately compensate for such additional requirements.
11. The Parents or Legal Guardians agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. If requested, the Parents or Legal Guardians will provide the School with evidence of the relevant insurance policy.
12. The School shall at all times comply with the Health and Safety at Work Act 2015.
13. Nothing in this Agreement limits any rights that the Parents, Legal Guardians or Student may have under the Consumer Guarantees Act 1993.
14. It is acknowledged that provisions in the Act relating to the suspension, expulsion or exclusion of students will apply to the Student while in New Zealand. Any decision to expel or exclude the Student shall terminate this Agreement and the School's refund policy will apply.
15. The Student will comply at all times with school policies, the Code and the Act, and the Parents or Legal Guardians shall work with the School to ensure such compliance.
16. 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.

17. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the Parents or Legal Guardians irrevocably:
- (a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
  - (b) Agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
18. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be deemed to have been received ten (10) days after posting. The Parties also agree that email correspondence is a suitable means of communication and emails will be deemed to have been received when acknowledged by the party or by return email.
19. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the Agreement may be changed by the School in consultation with the Student, and Parents or Legal Guardians, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Year of Study with the School.
20. The Parents or Legal Guardians and Student acknowledge that:
- (a) The School may obtain at any time from any person or entity any information it requires to process and/or accept the Student for admission to the School or to perform or complete any of the other purposes under this Agreement. The Parents or Legal Guardians and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents or Legal Guardians.
  - (b) If the Student and/or Parents or Legal Guardians fail to provide any information requested in relation the Students admission to the School, the School may be unable to process the Student's application.
  - (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, than this Agreement will be at an end.
  - (d) Personal information of the Student and/or Parents or Legal Guardians 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 or Legal Guardians have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.
  - (g) Under the Privacy Act 1993, 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.
21. Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School.
22. The School's responsibility for the Student ends on the last day of the Period of Study, or in the event that the Student's Tuition is terminated, on the date of termination.
23. The conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Study. 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 issue of an offer of place for a further Period of Study and the payment of Fees.
24. Without limiting any obligations set out in school policies, the Parents or Legal Guardians and Student agree that the Student:
- (a) Must comply with school policies;
  - (b) Must comply with all terms of the Accommodation Agreement; and
  - (c) Must maintain an up-to-date visa as stipulated by Immigration New Zealand.
25. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.
26. 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.
27. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.



## **PARENTS/LEGAL GUARDIANS AND STUDENTS' DECLARATION AND AUTHORISATION**

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

### **EXECUTION**

#### **Parents/Legal Guardians**

By signing below, the Parents or Legal Guardians (as applicable) confirm that they have read the Agreement and agree to be bound by it in all respects:

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

\_\_\_\_\_

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

\_\_\_\_\_

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

#### **School**

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

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

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

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

#### **Student**

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

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

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

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

## PART THREE:

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

### INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT (When placing a student in a School Approved Homestay)

#### Terms and Conditions:

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

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

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

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

**Application Form** means the standard enrolment application form.

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

**Enrolment Agreement** 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 Mother and Father referred to in the Application Form.

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

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

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

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

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

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

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

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

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

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

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

- (b) The Parents confirm that they have read and understood the School's refund policy. If the Parents provide misleading information or fail to disclose information about the Student the School may (in its sole discretion):

- (i) Charge the Parent such fees as required to adequately compensate for additional requirements due to the lack of disclosure; or

- (ii) Terminate this Agreement.

- (c) 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.

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

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

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

4. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
  - (a) the Residential Caregiver and the School entering into a Residential Caregiver Agreement; and
  - (b) the School's usual requirements and policies in relation to the Accommodation.
5. 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.
6. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular check-ins with both the Student and the Residential Caregiver.

#### **Expectations**

7. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
8. In the event that the Student is removed from a Residential Caregiver for any reason, the School will take all reasonable steps to source, over a reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.

#### **Fees**

9. The Parents must pay all accommodation fees to the School in accordance with the School's fee schedule.

#### **Termination**

10. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
11. Where this Agreement is terminated, fees may be refunded in accordance with School Policies.

#### **General**

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

#### **Disputes**

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

#### **Execution**

17. 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.

## **Schedule One**

(Accommodation Requirements)

### **While living with a School approved Homestay, the Student agrees:**

1. To comply with all laws of New Zealand including those relating to the consumption of alcohol, cigarettes and illegal substances
2. To not engage in any social or leisure activities that may place them in undue danger or risk of harm
3. To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments
4. To not drive a motor vehicle except for the purposes of gaining a valid New Zealand driving license under the guidance of a licensed driving instructor
5. To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents
6. To not use or apply hair dyes or smoke cigarettes or engage in any other activity that may cause damage to the home or property at the Homestay
7. To keep the Homestay parents informed of their whereabouts at all times
8. To not travel outside the local area of the School without prior written permission of the School
9. To respect the privacy, values and property of the Homestay

### **Execution**

#### **Parents**

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

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

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

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

#### **School**

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

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

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

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

#### **Student**

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

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

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

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

## PART FOUR:

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

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

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

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

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

Mother's Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_ (the **Residence**)

#### **AGREEMENTS**

1. The Parents agree that the Designated Caregiver will provide residential care for the Student while enrolled as an international student at the School.
2. The School has provided, and the Designated Caregiver has read and understood, the sections of the Education (Pastoral Care of International Students) Code of Practice 2016 (the **Code**) relevant to residential caregivers and the Information for Residential Caregivers booklet and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
3. The School agrees that all information regarding the Designated Caregiver relating to the Agreement will be kept confidential, except disclosure to the Student or their parents or their legal guardians, to any professional consultant or such person where it is in the interests of the Student to provide the information or pursuant to any statutory or other legal duty.
4. Approval is required from the School prior to the Student's placement with the Designated Caregiver.
5. The Designated Caregiver agrees that approval will be provided only after appropriate safety and other checks have been completed by the School in accordance with the Code and school policies.
6. Failure by the Designated Caregiver to provide the residential care required by the School and the Code may result in the school's approval of the Designated Caregiver being withdrawn.
7. In the event the school withdraws its approval of the Designated Caregiver, the Agreement is terminated and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parent/s.
8. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the Designated Caregiver and this may include, without limitation, regular visits to the Designated Caregiver and meetings with both the Student and the Designated Caregiver.
9. The Designated Caregiver will provide the School with fourteen days (14) days prior notice of any change in circumstances that may affect the Agreement. This includes any change of Residence or any change to the number of adults over eighteen (18) years of age living at the Residence.
10. The Parent/s agree that the School is not responsible for the Student's care while in the custody of the Designated Caregiver.
11. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.
12. 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.

## EXECUTION

### PARENT/S:

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

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

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

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

### DESIGNATED CAREGIVER:

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

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

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

### SCHOOL:

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

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

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