



WHANGAREI BOYS' HIGH SCHOOL

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INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT SECONDARY SCHOOL

PART ONE:

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

Student Details (Name must be as it appears on your passport)	
Family name:	
First name:	Date of birth:
Preferred name:	<input type="checkbox"/> Male <input type="checkbox"/> Female
Email:	
Address: (In home country)	
First language:	Country of citizenship:
Passport number:	Expiry date:
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 NCEA Examinations (Year 11, 12, & 13) <input type="checkbox"/> Yes <input type="checkbox"/> No	

Parent One or Legal Guardian: (Name must be as it appears on your passport)	
NOTE: It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section MUST be the contact information for the parents or legal guardian.	
Title: Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/>	
Family name:	Date of Birth:
First name::	Home phone::
Email:	Mobile phone:
Street Address	
Postal Address	
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 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"/>	
Family name:	Date of Birth:
First name::	Home phone::
Email:	Mobile phone:
Street Address	
Postal Address	



First language:	Country of citizenship:
Passport number:	Expiry date:

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

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

Agent Information (If using an agent)

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

Medical Information

Name of doctor (in home country):

Phone number of doctor:

Does the student have any history of previous illness, including mental illness?

<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).
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Please tick the appropriate box if you suffer from or have suffered from any of the following medical conditions:

Asthma	<input type="checkbox"/> Yes <input type="checkbox"/> No	Back/Neck problems	<input type="checkbox"/> Yes <input type="checkbox"/> No	Glandular Fever	<input type="checkbox"/> Yes <input type="checkbox"/> No
Allergy to bee/wasp sting	<input type="checkbox"/> Yes <input type="checkbox"/> No	Migranes	<input type="checkbox"/> Yes <input type="checkbox"/> No	HIV or Aids	<input type="checkbox"/> Yes <input type="checkbox"/> No
Diabetes	<input type="checkbox"/> Yes <input type="checkbox"/> No	Hepatitis A, B or C	<input type="checkbox"/> Yes <input type="checkbox"/> No	Epilepsy	<input type="checkbox"/> Yes <input type="checkbox"/> No
Heart or Lung Condition	<input type="checkbox"/> Yes <input type="checkbox"/> No	Tuberculosis	<input type="checkbox"/> Yes <input type="checkbox"/> No	ADD or ADHD	<input type="checkbox"/> Yes <input type="checkbox"/> No
Allergies	<input type="checkbox"/> Yes <input type="checkbox"/> No	Food Allergies	<input type="checkbox"/> Yes <input type="checkbox"/> No	Eating Disorder	<input type="checkbox"/> Yes <input type="checkbox"/> No
Depression/Anxiety	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mobility Issues	<input type="checkbox"/> Yes <input type="checkbox"/> No	Behavioural Difficulties	<input type="checkbox"/> Yes <input type="checkbox"/> No
Learning Difficulties	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mental Illness	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other - if 'Yes' please state (attach additional pages if required)	<input type="checkbox"/> Yes <input type="checkbox"/> No

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 additional pages if required).
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Is the student currently on any medication?

<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).
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Please note: If you suffer from conditions requiring medication, it is advisable to bring your own medication to NZ. You will be required to notify the school regarding any medications that you bring with you.

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

<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).
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Do you consent to the school providing over-the-counter medication such as:

Paracetamol	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ibuprofen	<input type="checkbox"/> Yes <input type="checkbox"/> No	Antihistamines	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Immunisations - has the student received the following vaccinations?

MMR (Measles, Mumps, Rubella)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Tetanus	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date received:		Date received:	



Learning Information
How many years of schooling not including pre-school education has the student had?
Please provide a copy of the latest two school reports for the student with this application
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 (attach additional pages if required).

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 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).	

Accommodation Requirements		
Accommodation choice: <input type="checkbox"/> School hostel <input type="checkbox"/> Homestay <input type="checkbox"/> Designated caregiver (relative or family friend) <input type="checkbox"/> Live with parent		
Interests: <input type="checkbox"/> Music <input type="checkbox"/> Movies/TV <input type="checkbox"/> Reading <input type="checkbox"/> Outdoor Activities <input type="checkbox"/> Sports <input type="checkbox"/> Travel		
Please give details of your interests/hobbies (attach additional pages if required).		
Does the student have any food allergies or special dietary requirements? <i>If 'Yes' please provide details (attach additional pages if required).</i>		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Does the student have any other special requirements for accommodation? (Pets, cultural or religious requirements, phobias etc.)		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>If 'Yes' please provide details (attach additional pages if required).</i>		
Additional Accommodation Information – are you happy living with a family with:		
Young children <input type="checkbox"/> Yes <input type="checkbox"/> No	No children <input type="checkbox"/> Yes <input type="checkbox"/> No	Smokers inside <input type="checkbox"/> Yes <input type="checkbox"/> No
Cats <input type="checkbox"/> Yes <input type="checkbox"/> No	Dogs <input type="checkbox"/> Yes <input type="checkbox"/> No	
Please write a brief letter introducing yourself to your host family and attach it to this application		

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

**Insurance Details**

Do you wish to purchase insurance through the school? ☐ Yes ☐ No

If you are providing your own insurance, please provide an English copy of the policy details to the school once purchased

Please note: Subject preferences in this application are an indication only and actual subjects will depend upon availability and prior learning. The school reserves the right to determine subject placement and year level throughout enrolment in consultation with students and families.

Subject Preferences

Subject	Year Level	Subject	Year Level
1.		5.	
2.		6.	
3.		7.	
4.			

Possible future study and/or career directions after school graduation (attach additional pages if required)

Future study/career intentions:

Does the student intend to go to University in New Zealand? ☐ Yes ☐ No

Swimming

Is the student confident in the water? ☐ Yes ☐ No Can the student swim the length of a 50 metre pool? ☐ Yes ☐ No

Any further details (please provide):

Student Information

Why you want to come to Whangarei Boys' High School

What you hope to experience in New Zealand



PART TWO:

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

Terms and Conditions:

Definitions

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

Accommodation means the residential accommodation provided to the Student.

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

Act means the Education Act 1989.

Agreement means this Agreement including any schedules.

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

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

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

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

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

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

Homestay has the meaning as set out in the Code.

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

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

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

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

School means the school referred in the annexed Application Form.

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

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

Tuition means the education of the Student at the School.

Period of Enrolment means any period for which Fees are paid and for the purpose of this Agreement the enrolment of the Student begins on the course start date stated in the Student's Offer of Place and ends on the course end date stated in the Student's Offer of Place, or on such earlier date as the parties agree or the School terminates the Agreement pursuant to clause 24 or 26 of the Agreement.

Preliminary Provisions

- The Agreement is declared to be an Enrolment Contract in terms of section 2 of the Act.
- The School shall provide Tuition to the Student in accordance with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.

Terms of Agreement

- Unless otherwise agreed in writing between the parties, the School's responsibility for the Student commences on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents/Legal Guardians and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
- Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student in respect of the renewed term.
- The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School organised trip the School's responsibility for the Student shall cease upon the Student's departure and resume upon the Student returning to New Zealand.
- This Agreement is deemed to be written consent from the Parent or Legal Guardian that the School is not responsible for the Student's day-to-day care where the student is in the custody of a Residential Caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purpose of supervising them during the Period of Enrolment.



8. The School is not responsible for the Student's day-to-day care where the Student is in the custody of a person approved by the Parent or Legal Guardian as part of a handover of care arrangement during enrolment made in accordance with the Code.
9. During the Period of Enrolment the Student must keep the School reasonably informed of his or her whereabouts including without limitation if the Student intends to leave New Zealand during the Period of Enrolment.

Accommodation

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

Immigration and Insurance

13. The Parents and Student agree to comply with the immigration requirements as set out in the Immigration Act 2009, and any immigration conditions applicable to the Student's stay in New Zealand. The Parents and Student understand that the School has an obligation to report any breaches of the immigration requirements to the appropriate immigration authority.
14. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
15. The Parents agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. Where insurance is not arranged by the School, the Parents will provide the School with evidence of the relevant insurance policy. If appropriate evidence is not provided, the School may organise insurance it considers appropriate and pass on this cost to the Student or Parents.

Fees

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

Information, Warranties and Acknowledgements

18. The Parents agree to provide the School with educational, medical financial or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents provide misleading information or fail to disclose information about the Student to the School, such that the School has to change or modify the level of Tuition or Accommodation required by the Student, the School may charge the Parents such fees as required to adequately compensate for such additional requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents and Legal Guardians are obliged to notify the School in respect of any changing conditions in relation to the Student.
19. The Student and the Parents confirm that:
 - (a) The Student does not suffer from any medical condition or behavioural condition (including mental health conditions and allergies) that may negatively impact on the health, safety or education of the Student or any other student at the School, except as disclosed in writing in the Application Form;
 - (b) The Student does not have any medical or other special needs that require additional support, except as disclosed in writing on the Application Form;
 - (c) The Student has never been charged with or convicted of any crime, or the subject of other proceedings before any court, except as disclosed in writing on the Application Form;
 - (d) All information in the Application Form is true and correct to the best of their knowledge and belief.
20. The Parents and Student acknowledge that:
 - (a) The School may obtain at any time from any person or entity any information it requires to process and/or accept the Student for admission to the School or to perform or complete any of the other purposes under this Agreement. The Parents and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.
 - (b) If the Student and/or Parents fail to provide any information requested in relation 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 deemed to be a breach of this Agreement.
- (f) All personal information provided to the School is collected and will be held by the School.
- (g) The Student and Parents have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.
- (h) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.
- (j) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School unless otherwise agreed in writing by the parties.

Consent

- 21. The Parents and the Student, who have signed this Agreement irrevocably appoint and authorise the principal of the School (or such other person as may be appointed by the School to carry out the principal's duties) to:
 - (a) Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information;
 - (b) Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents.
- 22. The School shall seek specific written consent of the Parents before the Student, being a student of any age, participates in any activity either organised by the School or by another party which are considered to be adventure activities or extreme sports or are activities that are organised by the School and require the Student to stay away from their regular accommodation overnight.
- 23. Except in the circumstances described in clause 22, this agreement is deemed to be written consent of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether consent is sought from domestic students in relation to the same activity.
- 24. Unless otherwise agreed in writing by the parties, this Agreement is deemed to be written consent for leisure travel or stays organised and supervised by the Student's Homestay or Residential Caregiver (where applicable) where the travel is within New Zealand for a period of not more than seven days and does not result in the Student missing any scheduled school days.

Conduct, Discipline and Termination

- 25. The Student will comply at all times with school policies, the Code and the Act, and the Parents shall work with the School to ensure such compliance. This includes, without limitation, compliance with the Code of Student Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.
- 26. In the event of any breach of this agreement by the Student or the Parents, the School may take any disciplinary step it considers appropriate, including terminating this Agreement, and/or suspending, excluding or expelling the Student and (if applicable) notify Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.
- 27. Without limitation, the following actions shall be deemed to be breaches of this Agreement which may warrant disciplinary action:
 - (a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
 - (b) Any breach of the Code of Student Conduct by the Student;
 - (c) Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;
 - (d) Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;
 - (e) Any act by the Student during the Period of Enrolment that jeopardises the education of any other Student;
 - (f) Any breach of clauses 14 or 15 of this Agreement or of the warranties contained in clause 19 of this Agreement;
 - (g) Failure to make payments pursuant to the Fee Schedule; and
 - (h) Any other breach of this Agreement
- 28. Where appropriate, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers pursuant to clause 26 of this Agreement, but nothing in this Agreement shall limit the power of the School to summarily terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.

General Matters

- 29. No party to this Agreement is liable to the other for failing to meet its obligations under this Agreement to the extent that the failure was caused by an act of God or other circumstances beyond its reasonable control.
- 30. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the Parents irrevocably:



- (a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (b) Agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
31. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be deemed to have been received ten (10) days after posting.
32. Notices may also be given by sending an email to the email addresses specified on the first page of this agreement and will be deemed to have been received 12 hours after it has been sent.
33. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the Agreement may be changed by the School in consultation with the Student, and Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.
34. The School shall at all times comply with the Health and Safety at Work Act 2015.
35. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
36. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.
37. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.
38. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.



PARENTS/LEGAL GUARDIANS AND STUDENTS' DECLARATION AND AUTHORISATION

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

Key Terms: This Contract of Enrolment includes provisions:

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

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

By signing this agreement you confirm that all of the information in the application form is true and complete.

SIGNING

Parents/Legal Guardians

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

Name: _____ Signature: _____

Name: _____ Signature: _____

Date: _____

School

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

Name: _____ Signature: _____

Date: _____

Student

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

Name: _____ Signature: _____

Date: _____



Code of Conduct (Schedule One)

The Student agrees to:

1. Obey all the School rules and be committed to upholding the values of the School at all times:

Whakawhanaungatanga & Manaakitanga – respectful relationships

Tika & Pono – honesty & integrity;

Maia & Aroha – courage & compassion

Mahi Tahi – work hard together

Whakawhanaungatanga & Manaakitanga – respectful relationships

I will treat others how I like to be treated, and in a way that will make my whānau proud. This means that I will use appropriate language toward staff and other students and I will not engage in bullying, being a bystander or intimidation of any sort.

I agree to wear the correct school uniform (as per Uniform Policy), with pride, every day (including to and from school) as a way to show my respect to the school and its history.

I have a responsibility to look after the school environment. To do this, I will treat the entire school and grounds with respect, ensuring it is clean and tidy.

Tika & Pono – honesty & integrity

I will be honest and act with integrity. If I make a mistake I will be responsible for this and be honest in my dealings with others. This includes anything that I do in 'real life' and online.

When using the school internet and/or computers I agree to follow the school policies and teacher instruction. I will accept responsibility for my actions should I choose not to adhere to the rules.

Maia & Aroha – courage & compassion

Whangarei Boys' High School aims to maintain a safe environment and I have an important role in this. I am responsible for my own welfare and the welfare of others. Therefore, I will not bring to school, anything that is harmful to others or myself, nor will I behave in a way that is dangerous to others.

If I see others behaving in ways that do not support Whangarei Boys' High School values I have a responsibility to report this behaviour.

Mahi Tahi – work hard together

I am coming to Whangarei Boys' High School to learn. I agree to work hard and complete all work to a high standard. I am responsible for my own learning including bringing the correct equipment to every lesson (including Physical Education) and completing homework.

2. Obey all laws in New Zealand.
3. Not gamble, smoke, drink or supply alcohol, while enrolled at Whangarei Boys' High School.
4. Not lend money. Not take anything from another person without their permission.
5. Never use drugs of any kind not prescribed by a doctor or pharmacist. It is illegal in New Zealand to possess or consume drugs and synthetic substances. Whangarei Boys' High School has a zero-tolerance policy on the use of illegal substances.
6. Not swim or surf alone, swim between the flags at the beach, and wear a life jacket at all times when boating.
7. Obtain written permission from the School before participating in any activity considered to be an adventure activity or extreme sport, for example but not limited to, abseiling, bungee-jumping, skydiving, white or black water rafting, diving, parasailing, kite surfing, paragliding, scuba diving, flying fox, zip-lining, shooting etc.
8. Wear a helmet when riding a bicycle and wear a seatbelt in a motor vehicle, as required by law. Students are not permitted to hitchhike.
9. Not purchase, own, or drive a motor vehicle while enrolled at Whangarei Boys' High School.



10. Not have any kind of paid employment unless written permission is given by Whangarei Boys' High School and the student obtains the appropriate student work visa.
11. Attend all classes at Whangarei Boys' High School, and complete all assessments and exams when required to do so.

SIGNING

Parents/Legal Guardians

By signing below, the Parents/Legal Guardians (as applicable) confirm that they have read the Code of Conduct and agree to be bound by it in all respects. The Parents/Legal Guardians also give the Student permission for the use of ICT at Whangarei Boys' High School.

Name: _____ Signature: _____

Name: _____ Signature: _____

Date: _____

Student

By signing below, the Student confirms he/she has read and understood the Code of Conduct and agrees to abide by it:

Name: _____ Signature: _____

Date: _____

Disciplinary Policy (Schedule Two)



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

Overview

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

General Policy

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

Procedure:

Stage One: Incident Investigation

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

Stage Two: Outcome Discussion

4. If the School determines that a breach of the Agreement has occurred, it will advise the Student and parent of the possible disciplinary actions that it will consider taking in response to the breach and will provide the Student and parents with an opportunity to give a response.
5. Where appropriate, having regard to the seriousness of the breach, the Student and parent will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the disciplinary action to be taken.

When the School makes a decision about the disciplinary action that it will take in response to the breach it will advise the Student and parents of its decision, in writing if possible. The disciplinary action will not take effect, and no actions will be taken to put it into place, until the Student and parents have been advised of the decision.



Refund Policy (Schedule Three)

Refunds:

1. If a student does not obtain a study visa or changes their mind **before coming to New Zealand**, full fees are refunded, minus the administration fee. Refund of Medical Insurance policies already taken out by the school will be solely at the discretion of the Insurance Agency.
2. If a student withdraws from their course of study before the course completion date, they will NOT receive a refund of tuition fees except in exceptional circumstances. In such cases, the parents should write to the Board of Trustees explaining what the exceptional circumstances are. The Board's decision is final. In such cases under New Zealand law, the school will retain amounts to cover costs already incurred. The balance will be refunded.
3. No refund will be made to a student who is asked to leave the school because of non-compliance with their Enrolment Contract or violation of the New Zealand law-
4. No refund of tuition fees 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 date of payment.
5. The balance of homestay money will be refunded in full at the conclusion of their contract with the school.
6. If a student cancels their homestay contract before they move into the homestay, the fees will be refunded in full, less the homestay placement fee.
7. If the School fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the School will negotiate with the Student or their family to either:
 - a) Refund the unused portion of international student tuition fees or other fees paid for services not delivered or
 - b) Transfer the amount of any eligible refund to another provider or
 - c) Make other arrangements agreed to by the student or their family and the school.



PART THREE:

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

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

Terms and Conditions:

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

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

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

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

Application Form means the standard enrolment application form.

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

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

Homestay has the meaning as set out in the Code.

Parents means the Parents referred to in the Application Form.

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

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

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

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

Tuition means the education of the Student at the School.

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



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

Expectations

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

Fees

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

Termination

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

General

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

Disputes

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

Signing

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



Accommodation Requirements (Schedule One)

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

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

SIGNING

PARENT/S

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: _____

Name: _____ Signature: _____

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 INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT (HOSTEL) IF THE STUDENT WILL BE LIVING IN A SCHOOL HOSTEL WHILE ENROLLED AT THE SCHOOL.

INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT (HOSTEL) (When placing a student in a School Hostel)

Terms and Conditions:

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

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

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

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

Application Form means the standard enrolment application form.

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

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

Licensed Hostel has the meaning set out in the Code.

Parents means the Parents referred to in the Application Form.

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

Residential Carer Agreement means an agreement between the School and the School Hostel.

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

School Hostel means a licensed hostel owned or administered by the School.

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

Tuition means the education of the Student at the School.

All other terms have the same meaning as in the Contract of Enrolment.
2. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to reside at an Accommodation approved by the School using the process set out in the Code.
3. The Parents and Student agree to adhere to the following terms and conditions of the Accommodation:
 - (a) The School agrees that all information regarding the School Hostel, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:
 - (i) To the Student, the Parents or School Hostel (as the case may be);
 - (ii) To any professional consultant or such person where it is in the interests of the Student to provide the information;
 - (iii) Pursuant to any statutory or other legal duty.
 - (b) The Parents agree that if behaviours or conditions of the Student emerge after placement in a School Hostel such that the School Hostel is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement.
 - (c) The Parents or the Student have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them in relation to the Student's placement at the School Hostel.
 - (d) Under the Privacy Act 1993, any information collected may be provided to education authorities.
 - (e) These terms and conditions may be varied by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.
4. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the School Hostel and during the term of the Accommodation, the School may (in its sole discretion):
 - (a) Charge the Parent such fees as required to adequately compensate for additional requirements due to providing misleading information or the lack of disclosure; or
 - (b) Terminate this Agreement.
5. The initial appointment and ongoing engagement of the School Hostel is subject at all times to:
 - (a) the School Hostel and the School entering into a Residential Carer Agreement; and
 - (b) the School's usual requirements and policies in relation to the Accommodation.



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

- (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
- (b) The School Hostel's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
- (c) The appointment of the School Hostel 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 School Hostel will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and
- (e) The Student only engages in lawful, responsible and positive recreational activities outside of School.

- 7. Unless otherwise agreed in writing by the parties, the Parents provide consent to the School for the Student to undertake supervised leisure travel and overnight stays within New Zealand for a period of not more than seven days where the leisure travel or stay does not involve the Student participating in any adventure activities or extreme sports or result in the Student missing any scheduled school days.
- 8. The School will seek specific written consent from the Parents for leisure travel or overnight stays of more than seven days or results in the Student missing any scheduled school days.
- 9. The Student shall seek specific written consent from the School before the Student, being a Student of any age, participates in any activities while in the care of the School Hostel which are considered to be adventure activities or extreme sports. The School shall only give such consent where approved by the Parents in terms of the Contract of Enrolment.
- 10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular check-ins with both the Student and the School Hostel.

Expectations

- 11. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
- 12. In the event that the Student is removed from the School Hostel 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.
- 13. 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 School Hostel by the Student.

Fees

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

Termination

- 15. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
- 16. 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.
- 17. Where this Agreement is terminated, fees may be refunded in accordance with School Policies.

General

- 18. 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.
- 19. 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.
- 20. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
- 21. 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

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

Signing

- 23. 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 – School Hostel)

While living in a School Hostel, the Student agrees:

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

SIGNING

PARENT/S

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: _____

Name: _____ Signature: _____

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 FIVE:

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: WHANGAREI BOYS' HIGH SCHOOL (the **School**)

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

Mother's Name: _____

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

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

Address: _____ (the **Residence**)

AGREEMENTS

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



SIGNING

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

PARENT/S:

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

Name: _____

Signature: _____

Name: _____

Signature: _____

Date: _____

DESIGNATED CAREGIVER:

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

Name: _____

Signature: _____

Date: _____

SCHOOL:

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

Name: _____

Signature: _____

Date: _____