



TERMS AND CONDITIONS

PLEASE ENSURE THE TERMS AND CONDITIONS ARE READ CAREFULLY.

Definitions

For the purposes of this Contract 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 St Bede's College 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 Application Form.

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

School means the school referred to in the Application Form.

Student means the school referred to in the Application Form.

Tuition means the education of the Student at the School.

Period of Study means any period for which Fees are paid. 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.

Terms and Conditions

Preliminary Provisions

- 1 The Agreement is declared to be an Enrolment Contract in terms of section 2 of the Act.
- 2 St Bede's College 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

- 3 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.
- 4 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.
- 5 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

- 6 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

- 7 The Parents or Legal Guardians and Student agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of St Bede's College.
- 8 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.
- 9 The Parents irrevocably authorise the principal of the School to advise the Homestay Carer (whether or not arranged through the school) of all matters and information required to be provided to the Parents and agree to appoint the Homestay Carer in New Zealand to receive such information in substitution for the Parents.

Immigration and Insurance

- 10 The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
- 11 The Parents agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance.
- 12 Where insurance is not arranged by the School, the Parents will provide the School with evidence of the



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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

- 13 The Fee must be paid to the School in advance of each Period of Study or as otherwise directed by St Bede's College. The Parents or Legal Guardians and the Student agree to comply with school policies regarding the payment of the Fee.
- 14 If Tuition is terminated by St Bede's College 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 St Bede's College policies.

Information, Warranties and Acknowledgements

- 15 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.
- 16 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.
- 17 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, then 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) 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 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.
- 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.

Consent

- 18 The Parents or Legal Guardians and the Student, who have signed this Agreement irrevocably appoint and authorise the Rector of St Bede's College (or other person as may be appointed by St Bede's College 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.
- 19 St Bede's College 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 College and require the Student to stay away from their regular accommodation overnight.
- 20 Except in the circumstances described in clause 20, this agreement is deemed to be written consent of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether consent is sought from domestic students in relation to the same activity.
- 21 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 Homestay Carer (where applicable) where the travel is within New Zealand for a period of not more



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than seven days and does not result in the Student missing any scheduled school days.

Conduct, Discipline and Termination

- 22 The Student will comply at all times with school policies, the Code and the Act, and the Parents or Legal Guardians shall work with St Bede's College 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.
- 23 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.
- 24 Without limitation, the following actions shall be deemed to be breaches of this Agreement which may warrant disciplinary action:
- a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
 - b) Any breach of the Code of Student Conduct by the Student;
 - c) Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;
 - d) Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;
 - e) Any act by the Student during the Period of Enrolment that jeopardises the education of any other Student;
 - f) Any breach of clauses 12 or 13 of this Agreement or of the warranties contained in clause 17 of this Agreement;
 - g) Failure to make payments pursuant to the Fee Schedule; and
 - h) Any other breach of this Agreement
- 25 Where appropriate, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers pursuant to clause 24 of this Agreement, but nothing in this Agreement shall limit the power of the School to summarily terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.

General Matters

- 26 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.

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

INTERNATIONAL STUDENT CODE OF CONDUCT

ALL STUDENTS AT ST BEDE'S COLLEGE NEED TO FOLLOW THE COLLEGE CODE OF CONDUCT.

IN ADDITION, INTERNATIONAL STUDENTS AT THE COLLEGE NEED TO COMPLY WITH THE INTERNATIONAL STUDENT CODE OF CONDUCT. THE INTERNATIONAL STUDENT CODE OF CONDUCT SERVES TO ENSURE THE WELFARE, CARE AND PROTECTION OF INTERNATIONAL STUDENTS WHILE ENROLLED AT THE COLLEGE. FAILURE TO FOLLOW THE RULES AND CONDITIONS SET OUT IN THE INTERNATIONAL STUDENT CODE OF CONDUCT MAY LEAD TO DISCIPLINARY ACTION AS LISTED IN THE DISCIPLINARY POLICY (SEE SCHEDULE TWO).

St Bede's College Learning Environment

"We are all encouraged to reach our potential through our faith and by our actions while knowing we are valued, safe and supported"
The Code of Conduct for International Students outlines the expectations of behaviour the College has for international students in its community.



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The student is expected to conduct themselves in a sensible and responsible manner while enrolled at the College.

- They must show respect, care, concern and consideration for others
- They must show respect for College, Boarding school and homestay property and the property of other students.
- Serious misbehavior such as bullying, theft, violence, deliberate absenteeism, offensive language, racist remarks and actions, and sexual harassment or cyber bullying, will not be tolerated, and will be dealt with according to the Disciplinary Policy
- Physical or Verbal violence of any kind will not be tolerated under any circumstances (including provocation). This behavior may result in temporary stand down or exclusion (expulsion) from St Bede's College, in which case the Student visa may be revoked.

Special Character – the Catholic Faith and Religious Education

- St Bede's College is a Catholic College and by signing the Enrolment Contract parents and students indicate their understanding of the College's special character and agree that they will respect and take part in the religious practices of the College.

Attendance

- The Student is required to attend all classes and curriculum-based activities.
- A medical certificate is required for any absences of more than three days, or if the Student has frequent absences, or if the Student misses an NCEA assessment.
- Absence for any other reason must be applied for and approved by the International Director.

Accommodation

This agreement is subject to the Student living in accommodation approved by the College. This includes both the College Boarding School and homestay. The College will make every reasonable attempt to provide approved accommodation for the Student. The Student agrees to comply with all expectations and conditions for living in College approved accommodation.

- International students are required to reside in homestay accommodation approved by the College, or in the College Boarding school irrespective of their age.
- Permission for alternative arrangements can only be given on receipt of a Designated Caregiver Agreement signed by the student's parent(s) or legal guardian(s), stating the parent(s) or legal guardian(s) take full responsibility for the placement of the student with another family member or close family friend, OR, when the Student is living with a parent.
- If the student is living with a parent(s), the College must be informed if the parent(s) leave New Zealand at any time, so satisfactory alternative accommodation arrangements can be made.
- The student is required to inform the College of any changes in circumstances of their parent(s), such as a change of contact details, change of address.

Homestay

- The student and parent/s must sign and agree to the Homestay Code of Conduct.
- The student needs to respect and obey any rules of the homestay.
- The student is expected to keep their room tidy and assist with general household chores such as setting / clearing the table, washing dishes.
- The student is expected to be home for all evening meals and will not stay away from the home unless they have specific permission from their host parents (and College as appropriate).
- The student must follow the rules for phones and communication set out in the "Curfews" section of this Code of Conduct.
- Every effort is made to place the student with a compatible host family. Requests to move homestays will be considered individually by the College and typically, four weeks' notice needs to be provided.

Boarding

- Parents of students and students choosing to live in the College boarding school must sign and agree to the Boarding School Code of Conduct
- Students need to respect and obey the rules of the boarding school
- Students must respect the right of all students to personal privacy, safety and security of their property at all times.
- Students must respect the boarding school property, buildings and surroundings at all times. Willful vandalism could lead to disciplinary action.
- The student is expected to keep their surroundings, bed space or room tidy, assist in general cleaning when requested by authorised boarding staff.
- Students are expected to be punctual at meal times, meeting times and other activities organized by the boarding staff.
- Students must follow the rules pertaining to leaving the College grounds, punctuality to class in the mornings, computer, cell phone and use of other electronic devices, and lights-out as determined by the senior boarding school team
- Failure to follow any of the above conditions could lead to disciplinary action as outlined in Part Two, Schedule Two.

Outside school hours - Communication and Curfews

- It is important that international students ensure they can be contacted at any time away from the College, the boarding school and/or homestay. Curfews are in place for the safety of students. If the student fails to comply with the following conditions, he could face disciplinary action as set out in Part Three Schedule Two of this document.

Communication:

- All international students must carry a charged cell phone with credit on it at all times.
- It must be the NZ phone number, registered with the International Director and the Boarding school or the host parent
- The phone must be turned on, charged and have sufficient money to make and return calls.
- The student must return any call from the host parent, the Boarding staff or the Director of International students. This must be within a reasonable period no later than 15 minutes. Text message can be used if it is not possible to make phone back.
- If asked to do so, the student must return to the homestay or the Boarding school, immediately. The student must keep in contact with host parent, boarding staff or Director of International Students, and follow the instructions given to him about his return.

Curfews: Sunday - Thursday

- When in a homestay arranged by the College, or in the College Boarding school, the student is required to be home by 6:00 pm Sunday to Thursday, unless they are participating in recognised activities such as sports clubs or music groups.
- The student must tell the host family or the boarding school the day before if they know they will be later than 6:00pm and the reason in advance.



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- When participating in school-recognised activities, the expectation is that the student informs the boarding school or host parents of the proposed start and finish times of the event beforehand, and returns directly to the accommodation immediately after the conclusion of the activity.

Privileges: Junior students (Yr. 9 – 11)

- On Friday and Saturday nights, junior students (Yr. 9-12) may ask for permission from their host parents or the Boarding school staff, for an extension of time up to 8:00pm.
- The student must say why and where they are going and when they expect to return at least 24 hours in advance.
- They must follow the requirements set out in "Communication" above.
- Repeatedly missing the curfew deadlines will lead to the removal of the privilege or could lead to disciplinary action.

Privileges: Senior Students (Yr. 12 – 13)

- On Friday and Saturday nights, senior students (Years 12 and 13) may wish to participate in social activities.
- In these cases, the Student is expected to be home, by 10:00 pm at the latest. The student must have permission from their host family at least 24 hours before going out
- Senior students (Year 12 and 13) in the Boarding school, must be given dispensation by a designated boarding staff team member in advance if they wish to go out.
- The student must return to the Boarding school by 10pm.
- Failure to do so could lead to disciplinary action

Driving / Motor Vehicle Ownership / Riding Bicycles and Electric Scooters

- The student is not permitted to obtain their full New Zealand driver's license, or to drive or own a motor vehicle (such as a car, motor cycle, motor scooter) while they are enrolled at the College.
- Students in Year 13 who are 18 years of age or older, may take lessons with a fully-registered, College approved, New Zealand driving instructor in order to gain their restricted license only.
- They must apply in writing to the International Director and the Rector stating their case.
- Approval to do so is solely at the discretion of the Rector, in consultation with the DIS. The College's decision will be final.

Bicycles, electric scooters and similar transport

- Students are expected to obey all New Zealand laws concerning riding bicycles.
- Because of the inherent dangers of injury through even minor accidents, students are prohibited from riding electric scooters, such as Lime, or any other similar scooter.

Drugs and Illegal Substances

- International Students are not permitted to use or possess drugs or illegal substances.
- Students found to be in breach of this will be subject to the Disciplinary Policy as outlined in Part Two, Schedule Two.

Smoking, Vaping and Alcohol

- International students are not permitted to smoke, vape or drink alcohol while enrolled at the College.
- International students are not allowed to buy, consume or provide others with alcohol or tobacco at any time.
- Smoking and drinking alcohol is not permitted at any time, at any place including but not limited to, the school, in homestay, or in the Boarding school.
- Breaches of this condition will be treated seriously and may lead to the student's enrolment at the College being terminated according to the Disciplinary Policy - Part Two, Schedule Two.

Education Outside the Classroom (EOTC)

- Education outside the classroom (EOTC) is the name given to all events and activities that occur outside the classroom, both on the College grounds and off-site.
- The College uses a process, which is monitored by the Rector and Board of Trustees, to identify and manage risk for all activity types. The Ministry of Education EOTC Guidelines identify four activity types, each with recommended parent/caregiver consent.
- These activities may have their own specific Codes of Conduct, approved by the College. Sports teams, musical groups and various other school groups may have Codes of Conduct for general or specific events.
- International students must sign and comply with all such codes of conduct.
- Any breach of discipline will be dealt with according to these specific codes and the Disciplinary Policy – Part Two, Schedule Two.



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Insurance and Liability

- The Student must have insurance during their stay in New Zealand, in accordance with the Education (Pastoral Care of International Students) Code of Practice.
- The College will not be responsible for any loss or damage to property.
- The Rector of the College has the authority to provide consents that may be necessary on the students' behalf in the event of a medical emergency where the College is unable to contact the parents.

Respect for property

- Students must respect the property of the school, the boarding school and homestay.
- Damage caused by deliberate actions of the student (vandalism) to school, boarding or homestay property will be taken seriously.
- In such circumstances, an estimate of the costs of repairs by a qualified person will be obtained, and the student will be pay for the repairs to be carried out.
- Serious and/or repeated cases of damage to property will lead to disciplinary action which may result in the termination of the student's enrolment at the College

Internet and Cybersafety

- The student and parents will read, agree and sign the College Internet Use Agreement. (Application form Part 2 pp7-9)
- The student will also comply with the College, boarding school and homestay rules and rules and restrictions with regards to internet use.
- The student will act in a responsible manner at all times when using the internet.

Leave and Holidays

- In accordance with their Student Visa, the student must attend the College every day during term time they are enrolled. They must arrive in Christchurch in time for the first day of their course of study and stay until the last day of their course of study.
- If the Student wishes to return to their home country, they are expected to do so during the normal College holiday times.
- If the Student returns to their home country for a holiday during term time, the absence is unjustified according to the Ministry of Education and will affect the student's attendance statistics.
- Year 13 students who need to return to their home countries to sit university entrance examinations, must inform the College
- (DIS) as soon as possible. They must provide the name and place of the university, the date of the exam and the length of time they will be away.

Travel within New Zealand

- The student is allowed to travel within New Zealand during holiday periods:
 - With their host family
 - With College organised groups
 - With trips organised by College-approved travel companies
 - With their parents, guardians or agents.
- All travel must be approved by the College at least two weeks prior to departure.
- The student is **NOT** permitted to travel independently, alone or with other students while in New Zealand.

Uniform

- The Student is expected to wear the College uniform correctly within the College, when representing the College, or on class trips or outings, unless the given specific permission by the teacher in charge of the activity not to do so.

Work

- According to Immigration New Zealand regulations, the Student in Year 12 and 13 may apply for a Variation of Conditions to their Student Visa to enable them to work up to 20 hours per week.
- Written permission is required from the College and the Student's parent.
- Permission from the College will only be provided when the Student is maintaining regular attendance and making satisfactory academic progress.

Academic rules and conditions

Class Placement:

- The College reserves the right to place the Student in the most appropriate level / course of study and to change the course of study of the Student if it is considered to be in the best interest of the Student.

Subject Selection

- The Student may not always be able to take the subjects they selected due to the classes being full or their English level not meeting entry requirements, or not meeting the prerequisites for the subject as determined by the Head of Faculty.
- The College will endeavor to provide a course of study appropriate to the Student's ability and education goals.
- All subject selection will be done in discussion with the student, parents and agents.

Photographs and Marketing Material

- Photographs taken of the Student during their enrolment when participating in College-based activities may be used for marketing purposes and appear on the College website and in print material such as the College newsletter and magazine and newspaper articles and advertorials.

DISCIPLINARY POLICY

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

Overview

- 1 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, St Bede's College will endeavour, where appropriate, to follow a two-stage disciplinary process.
- 2 In Stage One, the College will investigate and determine the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.
- 3 In Stage Two, if the College 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.



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- 4 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 College is considering taking (the Proposed Action).
- 5 This policy does not limit the College'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.
- 6 This policy also does not limit the College'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

When the College 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.

Disciplinary Procedure

Stage One: Incident Investigation

- 1 When the College 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 College will receive this response and give it genuine consideration before making a decision about the Allegation.
- 3 When the College 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

1. If the College 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.
2. 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.

REFUNDS POLICY

Rationale: As a signatory to the Code of Practice for the Pastoral Care of International Students (2016), the College is required to have a tuition fee refund policy.

Principles:

The guiding principles of this policy are that the procedures for any refund request are transparent, consistent, fair and reasonable, and each decision will be made on its own merits.

- **TRANSPARENCY:** Students and families should be clear about how St Bede's College will manage a request for a refund including factors it will take into consideration in making a decision. Students and families should also know their rights and options in the event they are dissatisfied with a refund decision.
- **CONSISTENCY:** St Bede's College will consider each refund request in the same way. This is not to say that the outcome will be the same, however, the same factors will be considered in all requests.
- **FAIR AND REASONABLE:** The outcome from a request for a refund of student fees will be fair and reasonable to all.
- **EACH DECISION MADE ON ITS OWN MERITS :** St Bede's College will provide a framework that allows for the merits of each individual request for a refund to be considered. The conditions of the refund policy will apply to all students in all situations with due consideration of the individual merits of a request each and any request.

Refunds Procedures

Purpose: The refund procedures outline how St Bede's College will manage a request for a refund of international students' fees under the College's refund policy.



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1. **Request for a refund of international student fees.** The School will consider all requests for a refund of international student fees.
2. Requests should be made in writing to the School as soon as possible after the circumstances leading to a request.
3. A request for a refund should provide the following information to the School:
 - a. The name of the student
 - b. The circumstances of the request
 - c. The amount of refund requested
 - d. The name of the person requesting the refund
 - e. The name of the person who paid the fees
 - f. The bank account details to receive any eligible refund
 - g. Any relevant supporting documentation such as receipts or invoice.
4. **Non-refundable fees.** The School is unable to refund some fees. The following fees relate to expenses that the School may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:
 - a. Administration Fee: Administration fees meet the cost of processing an international student application. Administration fees exist whether an application is accepted or not or whether a student remains enrolled after an application is accepted.
 - b. Insurance: Once insurance is purchased, the school is unable to refund insurance premiums paid on behalf of the Student. Students and families may apply directly to an insurance company for a refund of premiums paid.
 - c. Homestay Placement Fee: Homestay placement fees meet the cost of processing a request for homestay accommodation by the Student. Costs incurred for arranging homestay accommodation for the Student prior to the refund request, cannot be refunded.
 - d. Used Homestay Fees: Homestay fees paid for time the Student has already spent in a homestay cannot be refunded. Used homestay fees may also include a notice period of two weeks.
 - e. Portion of Unused Tuition Fees: The School may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the School and may vary.
5. **Request for a refund for failure to obtain a study visa.** If the Student fails to obtain an appropriate study visa, a refund of international student tuition fees will be provided less any Administration Fee that has been paid.
6. **Requests for a refund for voluntary withdrawal from enrolment - Withdrawal prior to enrolment.** If the Student voluntarily withdraws prior to the start date of their enrolment, a refund of international student fees will be provided less any relevant non-refundable fees set out in this policy.
7. **Requests for a refund for voluntary withdrawal from enrolment - Withdrawal after enrolment.** If the Student withdraws on or after the start date of their enrolment, reasonable written notice of withdrawal is required by the school. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.
8. **Requests for a refund where the School fails to provide a course, ceases as a signatory or ceases to be a provider.** 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.
9. **Where the Student's enrolment is ended by the School.** In the event the Student's enrolment is ended by the School for a breach of the Contract of Enrolment, the School will consider a request for a refund less:
 - a. Any non-refundable fees set out in this policy
 - b. Ten weeks tuition fee
 - c. Any other reasonable costs that the school has incurred in ending the student's enrolment
10. **Where the Student changes to a domestic student during the period of enrolment** If the Student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.
11. **Where a student voluntarily requests to transfer to another signatory.** If the Student requests to transfer to another signatory after the start date of their enrolment, reasonable written notice of the transfer is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.
12. **Request for a refund of homestay fees.** If for any reason, the Student withdraws after the start date of their enrolment, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
13. **Where a student moves from a school homestay** and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this policy.
14. **Requests for a refund of fees unused at the end of enrolment.** Except by written request from parents, prepaid fees unused at the end of enrolment will be refunded into a nominated bank account.
15. **Outstanding activity fees or other fees.** Any activity or other fees incurred by the Student during enrolment and owed to the School at the time of withdrawal, will be deducted from any eligible refund.

ACCOMMODATION REQUIREMENTS

Definitions:

For the purposes of this Contract the following terms shall have the following meanings:



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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.

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.

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

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.

Parents means the Mother and Father referred to in the Application Form.

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.

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

Homestay Carer Agreement means an agreement between the School and the Homestay Carer.

School means St Bede's College.

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

Terms & Conditions

1. 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.
2. The Parents and Student agree to adhere to the following terms and conditions of the Accommodation:
3. 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:
 - a. To the Student, the Parents or Homestay Carer (as the case may be);
 - b. To any professional consultant or such person where it is in the interests of the Student to provide the information;
 - c. Pursuant to any statutory or other legal duty.
4. 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):
 - a. Charge the Parent such fees as required to adequately compensate for additional requirements due to the lack of disclosure; or
 - b. Terminate this Agreement.
5. The Parents agree that if behaviours or conditions of the Student emerge after placement with a Homestay Carer such that the Homestay Carer 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.
6. 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 Homestay Carer.
7. Under the Privacy Act 1993, any information collected may be provided to education authorities.
8. 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.
9. The initial appointment and ongoing engagement of the Homestay Carer is subject at all times to:
 - a. the Homestay Carer and the School entering into a Homestay Carer Agreement; and
 - b. The School's usual requirements and policies in relation to the Accommodation.
10. 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 Homestay Carer's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
 - c. The appointment of the Homestay Carer does not represent any actual or perceived conflict of interest,



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and that any possible conflict of interest has been notified to the School;

11. The Homestay Carer 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
 - a. The Student only engages in lawful, responsible and positive recreational activities outside of School.
12. 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 Homestay Carer.

Expectations

13. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
14. In the event that the Student is removed from a Homestay Carer 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

15. The Parents must pay all accommodation fees to the School in². accordance with the School's fee schedule.

Termination

16. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation³. Requirements.
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:

- submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
- 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.

Execution

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.