



BOARDING AGREEMENT

BOARDING SCHOOL MANAGEMENT AND CONTROL

Care and Safety of Students: St Bede's College Boarding School seeks to ensure at all times the highest quality of care and safety for the Student as a boarder in the Boarding School. Like all families living in close quarters for lengthy periods it is necessary to have in place sound practices to ensure harmonious living. St Bede's College, Boarding School Management and Staff will be acting "In loco parentis" for the Student. College Board of Proprietors require that the Student follows all lawful and reasonable instructions given by the Boarding School Management and Staff.

Boarding School Procedures and Policies: The Boarding House Policy and Procedure Statements are binding and enforceable against the Student and Whanau and form part of this Agreement. The Boarding House Procedures and Policy Statements are not exhaustive and may be amended from time to time. Policies are amended by College Board of Proprietors acting through the Boarding School Management. Procedures are amended by Boarding Management. Students are responsible for ensuring they are familiar with the Boarding House Procedures and Policy statements. These statements are on the College website and/or can be obtained by contacting the Director of Boarding. These should be read in conjunction with the Boarding Handbook issued in January each year.

TERMS AND CONDITIONS FOR ENROLMENT IN BOARDING SCHOOL

Enrolment Approval: College Board of Proprietors acting in reliance on the information provided in this agreement by the Applicants as the Parents/Legal Guardians of the Student, and the Student approve the enrolment of the Student as a boarder at the Boarding School.

Continuing Agreement: This Agreement shall apply for the duration of the student's enrolment in the Boarding School.

Boarding School Fees: Boarding School fees are payable:

- For New Zealand Resident Students, Boarding School fees must be paid one week prior to the start of each school term unless otherwise agreed by the authorised signatory of the College Board of Proprietors;
- For International Students Boarding School fees (and fees payable to St Bede's College) are payable for the school year in advance, to the Boarding School;
- Boarding School fees are subject to annual review by the College Board of Proprietors. Any change in Boarding School fees will be notified in writing to the Applicants.

Liability for Boarding School Fees: The Applicants as the Parents/Legal Guardians of the Student are liable for the payment of all the Boarding School fees for the period of enrolment under this Agreement, in addition to their liability for payment of all other fees and expenses of the Student as specified in this agreement.

Funding Assistance: The College Board of Proprietors may offer funding assistance to Students. The funding assistance is reviewable on a term by term basis and can be withdrawn for any Student at the end of the current term at the discretion of the Director of Boarding. The Applicants remain responsible for all Boarding School fees for the remaining term if a Student's funding assistance is withdrawn under this clause.

Continued Enrolment at College: If the Student is voluntarily withdrawn, excluded or expelled from the Boarding School, the Student will be required to make a fresh application for enrolment as a St Bede's College day student. Acceptance of this new application shall be at the sole discretion of the Rector.

Overdue Accounts:

Overdue accounts - penalty: The Boarding School reserves the right to charge a monthly penalty fee (2% per month which may be charged pro rata) on overdue accounts from the date an account becomes overdue until it is paid in full.

Overdue accounts - recovery: The Boarding School reserves the right to recover all costs including debt recovery, legal fees and all other expenses incidental to the recovery of overdue accounts. The Boarding School reserves the right to refer overdue debt to a collection agency.

Removal from Boarding School: If a Student's Boarding School fees (including penalties and recovery costs) are overdue for more than one school term (e.g. if Term 1 fees are not paid by the end of Term 2), the College Board of Proprietors may terminate the Student's right to board at the Boarding School under this Agreement. In the event of the Student's right to board being terminated for failure to pay Boarding School fees, the Applicants shall remain liable for all unpaid Boarding School fees payable for the balance of the school year.

Notice of withdrawal of Student from Boarding School: A minimum of 10 weeks' notice in writing of the withdrawal of a Student from the Boarding School must be given. In exceptional circumstances approved in writing by the Rector, the minimum period of notice of withdrawal of the Student from the Boarding School may be reduced.

Boarding School Exclusion: In the event of the Student being excluded or expelled from the Boarding School for breach of the Procedures and/or Policies, no part of the Boarding School fees already due and/or paid in respect of the term in which the exclusion occurs, shall be refunded or compensated for in any way by the Boarding School. The Applicants shall be liable for all unpaid Boarding School fees payable.

Payment of all other invoices: The Applicants will pay all invoices issued for expenses other than Boarding School Fees within seven (7) days of the date of issue of invoices.



HOMESTAY CARER AGREEMENT

TERMS

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

Homestay has the meaning as set out in the Code. For the avoidance of doubt, this means accommodation provided to an international student in the residence of a family or household in which no more than four (4) international students are accommodated.

Residential Caregiver has the meaning as set out in the Code and for the purposes of the Agreement, includes a homestay carer.

AGREEMENTS

1. The term of the Agreement is for a consecutive 12 months from the date of signing by both parties (the Term). Unless otherwise mutually agreed, the Term automatically renews unless a notice of termination has been provided in writing from one party to the other.

Homestay Carers

2. The role of the Homestay Carer/s is to act as a residential caregiver for the School to provide homestay accommodation in accordance with the Education (Pastoral Care of International Students) Code of Practice 2016 (the **Code**) for international students attending the School.
3. The Homestay Carer/s agree to support all students in their care to abide by all rules and expectations set by the School.
4. The Homestay Carer/s agree that the accommodation provided is safe, positive and is a healthy environment for students, and complies with the relevant sections of the Code.
5. The Homestay Carer/s will obtain the prior approval of the School before a student in their care stays overnight in any accommodation that is not supervised by the Homestay Carer/s or organised and supervised by the School.
6. The Homestay Carer/s will immediately inform the School if they become aware of, or have any reason to believe that a student in their care is engaging in any at-risk behaviours.
7. The Homestay Carer/s will immediately inform the School of any changes what-so-ever that may impact the care provided to the student by the Homestay Carers and the Agreement.
8. The Homestay Carer/s will provide the School with no less than fourteen days (14) days prior notice of any changes relating to the family's circumstances that may affect the Agreement. This includes, but is not limited to, any change of Residence or any change to the number of adults eighteen (18) years of age or over living at the Residence.
9. When at any time, the Homestay Carer/s have a student enrolled at the School in their care, they agree not to act as a homestay carer for any other student without prior approval from the School.

The School

10. The School agrees to pay the Homestay Carer a fee in return for providing homestay accommodation for international students in accordance with the Agreement. The School will advise the Homestay Carer/s of the fee when a student is placed for homestay accommodation.
11. The School agrees to pay the Homestay Carer a holding fee to be agreed between the parties from time to time to hold homestay accommodation for periods where a student is absent from the homestay accommodation and no other fee is payable.
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 visits to the Residence and meetings with both students and the Homestay Carer/s.
13. The School may remove a student from the Homestay Carer/s at any time without prior notice or agreement at the sole and absolute discretion of the School and this may terminate the Agreement.
14. The School has provided, and the Homestay Carer/s have read and understood, relevant information about the requirements of being a residential caregiver including the sections of the Education (Pastoral Care of International Students) Code of Practice 2016 (the **Code**) relevant to residential caregivers.
15. The School agrees that all information regarding the Homestay Carer in providing accommodation will be kept confidential, except disclosure to students or their parents or legal guardians, to any professional consultant or such person where it is in the interests of the students to provide the information or pursuant to any statutory or other legal duty.
16. Contact information for the Homestay Carer/s may be shared with the School's homestay carer community for the purposes of communicating with other homestay carers and will not be passed on to any other parties or used for any other purpose without written agreement from the Homestay Carer/s.
17. The School may use photographs and/or video of the Homestay Carer/s for the purpose of sharing and promoting international education at the School.

TERMINATION

18. This Agreement may be cancelled by either party giving fourteen (14) days written notice.
19. Failure by the Homestay Carer/s to provide the homestay care in accordance with requirements set out by the School may result in termination of the Agreement.
20. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.