



**BOTANY DOWNS**  
Secondary College

# **INTERNATIONAL STUDENT CONTRACT OF ENROLMENT**

**June 2019**

**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 to in the relevant Application Form.

**Student** means the student referred to in the relevant 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

2. The Agreement is declared to be an Enrolment Contract in terms of section 2 of the Act.
3. 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.

## Term of Agreement

4. 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.
5. 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.
6. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School organised trip the School's responsibility for the Student shall cease upon the Student's departure and resume upon the Student returning to New Zealand
7. During the Period of Enrolment the Student must keep the School reasonably informed of his or her whereabouts including without limitation if the Student intends to leave New Zealand during the Period of Enrolment.

## Accommodation

8. The Parents and Student agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of the School.
9. 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.
10. 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

11. 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.
12. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
13. The Parents agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. 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

14. 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.
15. 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

16. 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.
17. 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.
18. 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 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 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

19. 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.
20. 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.
21. 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.
22. Unless otherwise agreed in writing by the parties, this Agreement is deemed to be written consent for leisure travel or stays organised and/or 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

23. The Student will comply at all times with school policies, the Code and the Act, and the Parents shall work with the School to ensure such compliance. This includes, without limitation, compliance with the Code of Student Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.
24. In the event of any breach of this agreement by the Student or the Parents, the School may take any disciplinary step it considers appropriate, including terminating this Agreement, and/or suspending, excluding or expelling the Student and (if applicable) notify Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.
25. Without limitation, the following actions shall be 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
26. 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

27. No party to this Agreement is liable to the other for failing to meet its obligations under this Agreement to the extent that the failure was caused by an act of God or other circumstances beyond its reasonable control.
28. This Agreement shall be construed and take effect 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.
29. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be deemed to have been received ten (10) days after posting.
30. Notices may also be given by sending an email to the email addresses specified on the first page of this agreement and will be deemed to have been received 12 hours after it has been sent.
31. 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.
32. The School shall at all times comply with the Health and Safety at Work Act 2015.
33. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
34. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.
35. 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.
36. 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 Student and Parents to make full disclosure of all relevant information and (iv) that provide consent for the School to permit certain activities without further comment 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.**

## EXECUTION

### PARENTS/LEGAL GUARDIANS

By signing the Botany Downs Secondary College Declaration Form, the Parents (as applicable) confirm that they have read the Agreement and agree to be bound by it in all respects.

**STUDENT**

By signing the Botany Downs Secondary College Declaration Form, 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.

**SCHOOL**

By signing the Botany Downs Secondary College Declaration Form, 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.

# CODE OF CONDUCT

## (Schedule One)

### Our Way

The behavioural expectations of students is described in "Our Way". Behaviors that contravene Our Way are identified in the description of [unacceptable behaviors](#) which links expected behaviours to our four values of Respect, Integrity, Empathy and Excellence. Our Way gives guidance about how Student should all behave in different settings – everywhere 24/7 (both onsite and off-site, in the classroom and whilst involved in co-curricular activities. When students are travelling to and from School or representing the school, all school standards apply.

Be Respectful			
Respect for self, others and the environment			
Everywhere 24/7	Classroom	Co-curricular	Accommodation
<ul style="list-style-type: none"> <li>• Speak politely and use appropriate language (STEP - Sorry, Thank you, Excuse me, Please)</li> <li>• Look after property, your own and others</li> <li>• Dispose of rubbish in the correct bins</li> <li>• Be on time</li> <li>• Be an active listener</li> <li>• Wear your uniform correctly</li> </ul>	<ul style="list-style-type: none"> <li>• Respect everyone's right to learn</li> <li>• Use classroom equipment and furniture safely</li> <li>• Follow class expectations and routines</li> </ul>	<ul style="list-style-type: none"> <li>• Represent the school with pride</li> <li>• Be a positive role model</li> <li>• Thank the volunteers that made things happen</li> </ul>	<ul style="list-style-type: none"> <li>• Adhere to the guidelines agreed with your Caregiver</li> </ul>

Do Your Best			
Excellence through perseverance and effort			
Everywhere 24/7	Classroom	Co-curricular	Accommodation
<ul style="list-style-type: none"> <li>• Make the most of school opportunities</li> <li>• Set goals and work hard to achieve them</li> <li>• Show perseverance</li> <li>• Try new things</li> <li>• Come prepared to learn with the correct equipment/gear</li> </ul>	<ul style="list-style-type: none"> <li>• Challenge yourself and learn from your mistakes</li> <li>• Demonstrate on-task independence</li> <li>• Act positively on feedback and reflect on your learning</li> <li>• Ask for help</li> </ul>	<ul style="list-style-type: none"> <li>• Honour team commitments</li> <li>• Attend all trainings/practices/rehearsals</li> <li>• Take responsibility for your role in your group.</li> </ul>	<ul style="list-style-type: none"> <li>• Engage with the New Zealand culture</li> </ul>

Show Integrity			
Integrity through honesty and fairness			
Everywhere 24/7	Classroom	Co-curricular	Accommodation
<ul style="list-style-type: none"> <li>• Take responsibility for your actions</li> <li>• Acknowledge success, both of yourself and others</li> <li>• Be a responsible digital citizen</li> <li>• Show self-control</li> </ul>	<ul style="list-style-type: none"> <li>• Submit authentic work</li> <li>• Use your devices for learning activities</li> <li>• Return all resources and equipment</li> <li>• Show consideration for others</li> </ul>	<ul style="list-style-type: none"> <li>• Show sportsmanship</li> <li>• Be humble when you win and gracious in defeat</li> <li>• Play fair</li> </ul>	<ul style="list-style-type: none"> <li>• Always seek to be contactable</li> <li>• Always communicate your location</li> <li>• Always confirm social plans in advance</li> </ul>

## Care for Others

Empathy for others in all that we do

Everywhere 24/7	Classroom	Co-curricular	Accommodation
<ul style="list-style-type: none"> <li>• Show care and compassion towards others</li> <li>• Be mindful of others when moving around in crowded areas</li> <li>• Build positive relationships</li> <li>• Accept diversity</li> <li>• Act safely</li> </ul>	<ul style="list-style-type: none"> <li>• Be courteous</li> <li>• Think before you speak/act</li> <li>• T = Is it true?</li> <li>• H = Is it helpful?</li> <li>• I = Is it inspiring?</li> <li>• N = Is it necessary?</li> <li>• K = Is it kind?</li> <li>• Accept others as part of group</li> </ul>	<ul style="list-style-type: none"> <li>• Be supportive of one another</li> <li>• Be aware and look after the health and safety of others</li> </ul>	<ul style="list-style-type: none"> <li>• Strive to build positive relationships with Caregivers and whanau</li> </ul>

## Unacceptable Behaviour

The following list is not exhaustive and may be expanded with judgements by the Principal and or Board of Trustees where behaviours contravene our values and expectations.

The following are examples of behaviours that contravene Our Way are unwanted and therefore are grounds for potential consequences:

- Violation of New Zealand Law
  - Including legal permission to work
- Owning or driving a motor vehicle without explicit permission from the College
- Disrespect for others, self or property
  - All types of verbal, physical, cyber harassment/bullying that may cause, or have potential to cause, harm to any individual or group, or any discrimination\* on the basis of disabilities, religious affiliation, race, gender, or sexuality. This includes direct, indirect or technology-based messages that involve intimidation, teasing, taunting, threats, or name calling
  - Property misuse (includes technology misuse) - using their own or other's property inappropriately (at the wrong time or for the wrong purpose). This includes inappropriate use of ICT (including mobile devices/phones) and/or not adhering to the CyberSafety agreement signed on enrolment to the School
- Defiance/Disobedience/Non-compliance
- Disruption of learning (yours or others)
- Inappropriate physical contact
- Inappropriate language: Rude or abusive language or gestures to other students/staff/members of the public\*
- Incorrect uniform or grooming standards
  - No Kirpan may be worn while a student is in School uniform, at the School or at any school event. A miniature symbolic Kirpan on a neck chain may be worn provided it is not visible.
- Not having the correct materials/equipment for learning/activities
- Being late to class or breaching curfew
- Dishonesty, lying, concealing or failing to tell the whole truth, including forgery
- Truancy/being out of bounds
- Damaging (vandalism) or stealing property (theft)\*
- Being aggressive or confrontational
- Physical, verbal violence/assault\*
- damage (to people and/or property) or cause offence including (but not limited to):
  - tobacco, alcohol, weapons\*, lighters / matches, lasers, offensive images / media, drugs\* / alcohol or other harmful substances (including synthetics)\*, or replicas or substitutes for any such items or substances (that may be misconstrued as being harmful), e.g. replica weapons\*, vaping cigarettes, etc.;
  - other items that are not allowed because of the standards of respect for personal and College property includes chewing gum and permanent markers.
    - Chewing gum is not allowed to be chewed at the college, since it is often discarded on the ground, carpet and desks – this is unsightly, costly to remove, and unhygienic.
    - We have a zero tolerance for graffiti on college and personal property, therefore permanent markers (e.g. Vivid Permanent Markers) are not allowed. Items such as bags, pencil cases and exercise books must not be 'tagged' in any way as this is unsightly and may encourage a culture of tagging.

# Consequences for unwanted behaviours

Our Way provides guidelines for acceptable behaviour at our College. Consequences for unacceptable behaviour are necessary to discourage repeated unwanted behaviours.

Our Way has been developed to ensure acceptable standards of conduct are encouraged and so we respond to unwanted behaviour so that the best possible learning takes place for everyone. Students and parents should understand the consequences of unacceptable behaviours.

While it is important that responses to behaviour are corrective and restorative, students must also understand that discipline can be punitive.

Behaviours will be considered as one of Minor, Major or Serious and dealt with accordingly. It should be clear that a behaviour may be considered as any one of the levels depending on the harm, or potential for harm caused. Minor is not unimportant but used to distinguish from 'major' and 'serious' behaviours. NOTE: At any stage, disciplinary action may be taken i.e. Whanau, College Detentions or other impositions, at the discretion of the College.

**Minor** – behaviours that can be managed by the teacher/caregiver in the context it happens e.g.: lateness, incorrect uniform, putting others down, non-compliance, disruption to lessons, inappropriate language, lack of equipment/gear, out of bounds, property misuse (includes technology misuse).

Each situation will be considered on its merits, but consequences may include one or more of:

- Re-teaching expected behaviours
- Correction of issue
- Apologies & warnings
- Conferences/agreements/restorative conversation
- Confiscation
- Contact and/or meeting Parents/caregivers
- Temporary removal from class (i.e. time in another class)
- Impositions such as completing a job/task for the teacher/caregiver, completing work/task that was set, cleaning etc.
- Grounding (temporary revision of curfew)

**Major** - behaviours that need to be managed by removing the student from the context e.g.: abusive/ inappropriate language/gestures, aggression/confrontational, assault, dishonesty/lying/forgery/cheating, fighting, sustained non-compliance, theft harassment/bullying, truancy, breach of curfew, use or possession of cigarettes, use or possession of banned items and repeated 'minor' behaviours.

Each situation will be considered on its merits, but consequences may include one or more of:

- Investigation as per Disciplinary Policy
- Contacting and/or meeting Parents/Caregivers
- Conferences/agreements/restorative conversation
- Daily report/Behaviour agreement
- Guidance team referral
- Removal of privileges in school and/or in accommodation
- Detention(s) to reflect on behaviour, e.g. write an apology, or complete work missed.
- Community Service
- Removal from accommodation
- Grounding (temporary revision of curfew)

**Serious** – behaviours will typically be managed by the Deputy Principals, supported by the Principal and Board of Trustees e.g.: serious assault, use or possession of alcohol, drugs, weapons or other items/substances that cause or have the potential to cause harm, or repeated 'major' behaviours.

Each situation will be considered on its merits, but consequences may include one or more of:

- Investigation as per Disciplinary Policy
- Contacting and/or meeting Parents/caregivers
- Involvement of Police/other agencies
- Conferences/agreements/restorative conversation
- Daily report/Behaviour agreement
- Guidance team referral
- Removal of privileges in school and/or in accommodation
- Detention(s) to reflect on behaviour, e.g. write an apology, or complete work missed.
- Community Service
- Referral to the Principal to consider stand down or suspension

- Removal from accommodation
- Grounding (temporary revision of curfew)

## **Stand downs and suspensions from School**

A student involved in continued disobedience (repeated misbehaviours) or gross misconduct (unacceptable/serious behaviour that is a dangerous or harmful example, or could cause harm to themselves or others) may be stood down or suspended by the principal (or person with delegated authority). (Section 14(1)/14(2) of the Education Act 1989).

1. A Stand-down is the formal removal of a student from school for a specified period, not exceeding five school days in any one term and ten days in total that year.
2. A Suspension: should a student either exhaust their five days in one Term or ten days of stand down in a year and/or engage in serious misbehaviour, the student may be suspended from school. A suspension is also the formal removal of a student from school until the board of trustees decides the outcome at a suspension hearing that must be held within seven school days.

If an international student's conduct is in breach of the contract of enrolment, the board of the school may take appropriate disciplinary action against the student. Disciplinary action, including suspension, exclusion, or the termination of the student's enrolment, is appropriate disciplinary action if it is taken in accordance with the most recent code of practice published under section 238F of the Act and the contract of enrolment.

Students who are stood-down or suspended may be required to attend College for counselling or to access an individual educational programme being provided during the period of stand-down or suspension, where appropriate.

\* These behaviours also contravene NZ Law and will be treated as Serious Misconduct.

Note: The BDSC Board of Trustees has zero tolerance for students who possess and/or use drugs.

# 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, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Allegation or Proposed Action;
  - 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

9. 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.
10. 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.
11. 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

12. 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.
13. 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.

14. 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)

### Request for a refund of international student fees

1. The School will consider all requests for a refund of international student fees. Requests should be made in writing to the School as soon as possible after the circumstances leading to a request.
2. A request for a refund should provide the following information to the School:
  - a. The name of the student
  - b. The circumstances of the request
  - c. The amount of refund requested
  - d. The name of the person requesting the refund
  - e. The name of the person who paid the fees
  - f. The bank account details to receive any eligible refund
  - g. Any relevant supporting documentation such as receipts or invoice.

### Non-refundable fees

3. The School is unable to refund some fees. The following fees relate to expenses that the School may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:
  - a. **Administration Fee:** Administration fees meet the cost of processing an international student application. Administration fees exist whether an application is accepted or not or whether a student remains enrolled after an application is accepted.
  - b. **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.

### Request for a refund for failure to obtain a study visa

4. If the Student fails to obtain an appropriate study visa, a refund of international student tuition fees will be provided less the Administration Fee.

### Requests for a refund for voluntary withdrawal from enrolment - Withdrawal prior to enrolment

5. 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.

### Requests for a refund for voluntary withdrawal from enrolment - Withdrawal after enrolment

6. 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.

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

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.

### Where the Student's enrolment is ended by the School

8. 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

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

9. 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.

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

10. 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.

## **Request for a refund of homestay fees**

11. 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.
12. 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.

## **Requests for a refund of fees unused at the end of enrolment**

13. Except by written request from parents, prepaid fees unused at the end of enrolment amounting to less than NZD\$25 will be refunded to the Student in cash. Sums of NZD\$25 or greater will be refunded into a nominated bank account.

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

14. 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.

## **Refunds to be made to the country of receipt**

15. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$25 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.

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

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

The Student and their family has the right to take a grievance to the Code Administrator or Disputes Resolution Scheme in the event they are dissatisfied with a refund decision made by the School.