

## PART THREE:

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

### INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT

(When placing a student in a School Approved Homestay)

Terms and Conditions:

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

**Accommodation** means the residential accommodation provided to the student under to this Agreement.

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

**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 Tertiary and International Learners) Code of Practice 2021 as updated from time to time and available online at [www.legislation.govt.nz](http://www.legislation.govt.nz) under Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

**Contract of Enrolment** means the agreement between the student, Whangarei Boys High School and the Parents which governs the student's Tuition.

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

**Parents** means the Parents referred to in the Application Form.

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

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

**School** means Whangarei Boys High School referred to in the Contract of Enrolment.

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

**Tuition** means the education of the student at Whangarei Boys High School or, in appropriate circumstances, education provided to the student by Whangarei Boys High School through online, remote or distance learning.

All other terms have the same meaning as in the Contract of Enrolment.

2. Whangarei Boys High School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to live at an Accommodation approved by Whangarei Boys High School in line with the requirements of the Code.

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

- (a) Whangarei Boys High School agrees that all information regarding the Residential Caregiver,

the Parents and the student relating to the Accommodation will be kept confidential, except disclosure:

- (i) To the student, the Parents or Residential Caregiver (as the case may be);
- (ii) To any professional consultant or such person where it is in the interests of the student to provide the information;
- (iii) According to any statutory or other legal duty.

- (b) The Parents agree that if behaviours or conditions of the student emerge after placement with a Residential Caregiver such that the Residential Caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the student, Whangarei Boys High School may terminate this Agreement.

- (c) The Parents or the student have the right under the Privacy Act 2020 to see and request corrections of any personal information held by Whangarei Boys High School concerning them in relation to the student's placement with a Residential Caregiver.

- (d) Under the Privacy Act 2020, any information collected may be provided to education authorities.

- (e) These terms and conditions may be changed by Whangarei Boys High School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.

4. If the Parents provide misleading information or fail to disclose information about the student prior to placement with the Residential Caregiver and during the term of the Homestay Whangarei Boys High School may (in its sole discretion):

- (a) Charge the Parent such fees as required to pay for extra requirements due to providing misleading information or the lack of disclosure; or

- (b) Terminate this Agreement.

5. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:

- (a) the Residential Caregiver and Whangarei Boys High School entering into a Homestay Carer Agreement or a Designated Caregiver Agreement; and

- (b) Whangarei Boys High School's usual requirements and policies relating to the Accommodation.

6. Whangarei Boys High School will ensure that to the best of its ability:

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

- (a) The Accommodation provides a safe, positive and healthy environment for the student and complies with the Code;
- (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
- (c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to Whangarei Boys High School;
- (d) The Residential Caregiver will take all reasonable steps to ensure the student's compliance with New Zealand laws (including, where appropriate, informing the student of such laws), and will immediately report any possible legal breach to Whangarei Boys High School; and
- (e) The student only engages in lawful, responsible and positive recreational activities outside of School.

7. Unless otherwise agreed in writing by the parties, the Parents agree for the student to travel and stay overnight within New Zealand in the care of their Residential Caregiver for not more than seven days where the travel does not involve the student participating in any adventure activities or extreme sports, or result in the student missing any scheduled school days.
8. Whangarei Boys High School will seek specific written agreement from the Parents for travel or overnight stays of more than seven days or that results in the student missing any scheduled school days.
9. The student will seek specific written agreement from Whangarei Boys High School before the student, being a student of any age, participates in any activities which are considered to be adventure activities or extreme sports. Whangarei Boys High School will only give such Agreement where approved by the Parents.
10. Whangarei Boys High School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include regular check-ins with both the student and the Residential Caregiver.
11. Unless otherwise agreed in writing, the student will be entitled to start their Homestay at the Accommodation 5 days before the Period of Enrolment (as that term is defined in the Contract of Enrolment) starts and 5 days following the end date of the Period of Enrolment (as that term is defined in the Contract of Enrolment). Should this Agreement be terminated before the expiry of the Period of Enrolment the student will be required to move out of the Accommodation immediately. Whangarei Boys High School may, at its sole discretion, and without being required to do so, extend the time for the student to move out of the Accommodation. Any such extension shall be given in writing and shall be without prejudice to Whangarei Boys High School's right to later insist that the student immediately move out of the Accommodation.

#### Expectations

12. The student will comply at all times with the Accommodation Requirements and the Parents shall work with Whangarei Boys High School to ensure such compliance.
13. In the event that the student is removed from a Residential Caregiver for any reason, Whangarei Boys High School will take all reasonable steps to find, over a reasonable period of time (as determined by Whangarei Boys High School in its

absolute discretion), appropriate alternative approved Accommodation for the student.

14. The student will treat the Accommodation with due care and respect and the student is liable for costs associated with repairing any damage caused to the Accommodation by the student. For avoidance of doubt, Whangarei Boys High School is not responsible for any damage caused to the Accommodation by the student.

#### Fees

15. The Parents must pay all accommodation fees to Whangarei Boys High School according to Whangarei Boys High School's fee schedule as defined in the applicable Contract of Enrolment.

#### Termination

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

#### General

19. This Agreement shall be construed and take effect according to 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:
  - (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 1996 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
20. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be considered 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 considered to have been received when acknowledged by the party or by return email.
21. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
22. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.

#### Disputes

23. The parties agree that any dispute in relation to this Agreement will be resolved according to the Code and Whangarei Boys High School Policies.

Initialled by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

## Accommodation Requirements

(Schedule Four)

### While living in a School approved Homestay, the student agrees:

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

## SIGNING

### Parents

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

### School

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

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

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

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

### student

By signing below, the student confirms they have read and understood the Agreement and agrees to abide by the Code, Whangarei Boys High School Policies and (to the extent applicable) the Agreement:

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

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

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