

## PART TWO:

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

### Terms and Conditions:

#### Definitions

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

**Accommodation** means the residential accommodation provided to the Student 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.

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

**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 as updated from time to time and available online at [www.legislation.govt.nz](http://www.legislation.govt.nz) under Education (Pastoral Care of International Students) Code of Practice 2016.

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

**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 or Legal Guardians 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.

**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.

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

**School** means the school referred to in the annexed Application Form.

**Student** means the International Student referred to in the annexed Application Form.

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

**Tuition** means the education of the Student at the School.

#### Preliminary Provisions

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

### Term of Agreement

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

- The Parents and Student agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of the School.
- 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.
- 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.
16. Rangitoto College confirms that the fees paid by International Students for educational instruction in New Zealand are secure and protected in the event of a student withdrawal or the ending of educational instruction or the closure of the signatory.

## Information, Warranties and Acknowledgements

17. 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.
18. 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 new information in the Application Form is true and correct to the best of their knowledge and belief.
19. The Parents and Student acknowledge that:
  - (a) The School may obtain at any time from any person or entity any information it requires to process and/or accept the Student for admission to the School or to perform or complete any of the other purposes under this Agreement.

The Parents and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.

- (b) If the Student and/or Parents fail to provide any information requested in relation to the Student's admission to the School, the School may be unable to process the Student's application.
- (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, then this Agreement will be at an end.
- (d) Personal information of the Student and/or Parents collected or held by the School is provided and may be held, used and disclosed to enable the School to process the Student's eligibility to receive Tuition at the School and Accommodation.
- (e) The Parents agree that where the Student lives in a School approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by the School and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to a Designated Caregiver Agreement being entered into by the School, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Agreement or of the Designated Caregiver Agreement will be deemed to be a breach of this Agreement.
- (f) All personal information provided to the School is collected and will be held by the School.
- (g) The Student and Parents have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.
- (h) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.
- (j) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School unless otherwise agreed in writing by the parties

## Consent

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, 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 or 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 enrolment. We agree that we have received sufficient information to make an informed decision about enrolment at the School.

By signing the applicaiton, we give permission for our son/daughter to go on any class/sports/cultural trips, which take place during the normal school day. We acknowledge that our son/daughter may on occasion be transported in a private vehicle by a member of school staff. We also agree that our son/daughter will abide by the school rules while representing Rangitoto College in extra-curricular activities outside the normal school day.

As part of signing the application, I give permission for Rangitoto College to issue a password for the parent portal and parent app to my son/daughter's host family and our agent

**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.**

## CODE OF CONDUCT

(Schedule One)

Students at Rangitoto College are expected to behave responsibly and accept the discipline and authority of the College. We expect students to behave with courtesy and respect towards each other and members of the College staff.

## Classroom responsibilities

- Rangitoto College requires that international students maintain 100% attendance.
- Students must attend all classes and tutor periods and arrive punctually to every class.
- Students need to have all the books/equipment needed for your class ready at the beginning of each lesson.
- If absent, students must bring absence notes, written and signed by a parent or official guardian, to their Tutor Teacher on their first day back at school after illness.
- Eating in the class is not allowed unless the teacher has given permission.
- Cell phones, iPods, laptops and other digital equipment are brought to school at the owners' risk. The school accepts no responsibility for loss or damage.
- Cell phones are to be turned off and not seen during class unless the teacher gives permission to use a phone for a specific purpose. International students may be given permission to use their phone as a translator but must ask the teacher first. If students use their devices at the wrong time they may be confiscated and will need to be collected from the International Dean after school.

## At School

- Students must wear correct school uniform at all times and ensure it is clean, tidy and clearly named.
- Students must report to the Dean if wearing any incorrect item.
- Students cannot leave the school grounds during the day without first getting permission from their Dean or senior staff and signing out. If students are ill, they should see the nurse.
- Visitors to the College must go to the office and get permission to be in the school grounds.
- If students need to bring valuable possessions or large amounts of money to school, they need to leave them in the office during the school day.
- Students cannot bring any of the following items to school: chewing gum, cigarettes, matches, lighters, firecrackers of any type, alcohol, illegal drugs, knives, weapons of any kind, laser light equipment of any kind.

## Travel

- Students are not allowed to travel alone or with friends.
- Students must receive signed permission from their parents and from the international office before travelling out of Auckland.
- Travel will only be approved if special conditions are met and signed permission obtained from the international office.
- International students must obtain permission from the International office to be away from their homestay.

- Host families need to know where students are at all times. Students must check with their homestay family before going out at night and on the weekend, and keep in touch with their homestay family by phone when they are out.

## Driving / Transport

- International Students are NOT allowed to drive or own a vehicle whilst in New Zealand without special approval from Rangitoto College.
- If a student wishes to sit their learners and restricted driver's license in New Zealand they must see the international office for permission first.
- Skateboards must be handed in to the gear deposit room before school.
- Students must wear a cycle helmet any time they are riding a bicycle.
- Students need to obey the road crossing rules and observe safe traffic behaviour at all times.
- Parents dropping off or collecting students are not permitted to enter the grounds using the East Coast Road entrance. Please use the drop off area in the lower car park off Grahame Collins Drive.

## Respect for Property

Students must look after the classroom, furniture, equipment and grounds.

- It is important to pick up any rubbish when you leave an area.
- Staff offices, teachers' desks, cupboards etc are not to be used by students.
- Never take things that belong to other people
- Report any loss or damage immediately to the office or a senior staff member

## Discipline

- School discipline applies from the time students leave home in the morning until they return home after school
- The misconduct policy applies to all international students at all times, including after school and weekends.
- The school may keep a student on detention until 4.15pm. Parents will be notified by the Deputy Principal, in advance.
- In addition, individual teachers may keep a student until 3.45pm without notice.

## Misconduct Policy

The disciplinary procedures outlined in the education Act 1989 shall be applicable for all serious misconduct that is alleged to have occurred both inside and outside of the school. The designated caregiver, Homestay caregiver or Director of International Education (or their representative) shall act as the parent in the disciplinary process.

Should it be deemed appropriate, the school reserves the right to:

- Impose a curfew or other restrictions on the student outside of school hours for a set period of time.
- Terminate the contract and repatriate the student with forfeiture of fees

International students must always let their host family know where they are and be back home by the curfew.

Age	Sunday – Thursday	Friday	Saturday
Under 15 years	To be agreed between host family and student.	Under supervision	Under supervision
15 Years	Recommended no later than 9pm	10 pm	10 pm
16 Years		11 pm	11 pm
17 Years and over		11 pm	11 pm

## DISCIPLINARY POLICY

(Schedule Two)

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

## Overview

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

## General Policy

8. When the School is conducting a disciplinary process involving the Student it will endeavour to provide the Student with the following:
  - (a) a written summary of the Allegation or the Proposed Action;
  - (b) an opportunity to respond to the Allegation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
  - (c) an opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Allegation or the Proposed Action) before giving a response;
  - (d) an opportunity to contact his or her Parent before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Allegation or Proposed Action;
  - (d) an opportunity to have an independent support person of his or her choice present at any meeting relating to the disciplinary process;

- (e) an opportunity to meet with that support person in private at any stage during the disciplinary process;
- (f) 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
- (g) 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 an Administration Fee of NZD\$500.00.

**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. The student will NOT receive a refund of school fees except in exceptional circumstances.

**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) 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. No refund will be made to an International Student who changes visa status to one which entitles them to regular/domestic status, after one month from date of payment.

**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\$500.00 will be refunded to the Student in cash. Sums of NZD\$500.00 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\$500.00 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country on their last day prior to their departure from Rangitoto College.

## **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
17. 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.