



INTERNATIONAL STUDENT CONTRACT OF ENROLMENT

APPLICATION INFORMATION

As a Catholic school Sancta Maria College has a defined Special or Catholic Character. Students must be prepared to participate in any activity which reflects our Catholic Character, this includes attending Religious Education classes as part of the compulsory curriculum at the college.

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

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 in the annexed Application Form.

Student means the 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.

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

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.

Terms 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.

Except in the circumstances described in clauses 6, 7 and 8, 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.

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



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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

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.

The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.

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

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. 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

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.

The Student and the Parents confirm that:

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;

The Student does not have any medical or other special needs that require additional support, except as disclosed in writing on the Application Form;

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;

All information in the Application Form is true and correct to the best of their knowledge and belief.

The Parents and Student acknowledge that:

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.

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.

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.

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.

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.

All personal information provided to the School is collected and will be held by the School.

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.

Under the Privacy Act 1993, any information collected may be provided to education authorities.



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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.

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

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:

Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information;

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.

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.

Except in the circumstances described in clause 22, 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.

Unless otherwise agreed in writing by the parties, this Agreement is deemed to be written consent for leisure travel or stays organised and supervised by the Student's Homestay or 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

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.

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.

Without limitation, the following actions shall be deemed to be breaches of this Agreement which may warrant disciplinary action:

Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;

Any breach of the Code of Student Conduct by the Student;

Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;

Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;

Any act by the Student during the Period of Enrolment that jeopardises the education of any other Student;

Any breach of clauses 14 or 15 of this Agreement or of the warranties contained in clause 19 of this Agreement;

Failure to make payments pursuant to the Fee Schedule; and

Any other breach of this Agreement

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 26 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

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.

This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the Parents irrevocably:

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

Agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

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.

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.

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.

The School shall at all times comply with the Health and Safety at Work Act 2015.

Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.



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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.

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.

The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.



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Code of Conduct (Schedule One)

International students are expected to abide by the rules and regulations of Sancta Maria College for both domestic and international students.

International students must also abide by the terms and conditions of their International Student Application and Contract of Enrolment.

In any community, standards must be established so members can all work together harmoniously. The school believes in discipline that is firm yet just, which is administered with understanding and with the welfare of the whole school community in mind; it looks to parents/residential caregivers for support in its efforts to provide an environment in which all students feel safe.

Acceptance of the school expectations, standards and discipline is a condition of enrolment.

FOR WHAT SORTS OF UNWANTED BEHAVIOUR IS A STUDENT LIKELY TO RECEIVE CONSEQUENCES?

- 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 Digital User Agreement.
- Defiance / Disobedience / Non-compliance.
- Disruption of learning of oneself or others.
- Inappropriate physical contact.
- Inappropriate language: Rude or abusive language or gestures to other students/staff/members of the public.
- Incorrect uniform or appearance standards.
- Not having the correct materials / equipment for learning / activities.
- Being late to class (or to school).
- 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.
- Possession or use of items that have the potential to cause harm or damage or cause offence – including tobacco, alcohol, weapons, lighters, offensive images, harmful/banned drugs or substances, or replicas or substitutes for any such items or substances (that may be misconstrued as being harmful), e.g. replica weapons, vaping cigarettes, etc.



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CONSEQUENCES FOR UNWANTED BEHAVIOURS

- Investigation (statements, etc.) as required
- Contact parents/ residential caregivers
- Meeting parents/ residential caregivers
- Restorative conversations / meetings / conferences
- Daily report
- Behaviour agreement
- Guidance team referral
- Removal of privileges
- Detention(s)
- Community Service
- Referral to the Principal to consider stand down or suspension

STAND DOWNS AND SUSPENSIONS FROM COLLEGE

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 5 school days in any one term and 10 days in total that year.
2. A Suspension: should a student either exhaust their 5 days in one Term or 10 days of stand-down in a year and/or engage in serious misbehaviour, the student may be suspended from College. 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 7 school days.

The Board of Trustees Disciplinary Committee considers the misconduct and can make one of four decisions: reinstate, reinstate with conditions, extend the suspension conditionally or exclude the student (if under 16 years), or expel the student (if over 16 years of age). 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.

NATURAL JUSTICE

Section 27(1) of the New Zealand Bill of Rights Act 1990 gives everyone the right to natural justice. Natural justice requires all people or organisations performing a public judicial function – such as teachers, principals and school boards of trustees – to observe certain principles of fairness.

What are the principles of natural justice in relation to student discipline in schools?

In relation to schools, it means that students must be treated fairly, and decisions that affect their rights (such as a suspension) should be made using fair procedures. The principles of natural justice have also been incorporated into specific rules in the Education Act 1989 and the Education (Stand-Down, Suspension, Exclusion & Expulsion) Rules 1999.

RESTORATIVE PRACTICES AT SANCTA MARIA COLLEGE

Sancta Maria College is committed to building and growing healthy relationships between all members of the College community. We believe that positive relationships and a demonstrated ethos of care are integral to the creation of a strong learning environment where collaboration, cooperation and negotiation are fundamental components. The use of a restorative practices methodology when resolving conflict, restoring relationship difficulties, or repairing harm reflects a commitment to the core value of respect, a belief in accountability and an acceptance of responsibility for our actions.

An enormous body of research supports this methodology which is underpinned by the following core tenets:

- Wrongdoing is harmful to people and to interpersonal relationships
- Damage to people or to interpersonal relationships creates responsibilities
- Responsibilities for one's wrongful actions means putting right the wrongs, or fixing the harm that has been done



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Restorative Practices can take place in any setting and in many forms, ranging from a restorative chat, an informal discussion, a structured conversation, a class meeting or a full conference.

All restorative conversations – whether unstructured or structured, draw from the following questions:

1. What Happened? (Telling the story)
 - What were you thinking at the time?
 - What have you thought about since?
 - What did you have control over?
 - If there were a video camera on the wall, what would it have seen?
2. Who do you think has been affected? (Exploring the harm)
 - Who has been affected? In what ways?
 - Was this fair or unfair?
 - Was this the right or wrong thing to do?
 - Tell me more about that?
3. What do you need you do to put things right? (Repairing the harm)
 - What else might need to happen?
 - How will this happen, tell me more about this?
 - When can this happen?
 - What exactly are you saying sorry for?
4. How can we make sure it doesn't happen again? (Moving forward)
 - What do you need to stop doing/start doing/stay doing?
 - What are your goals to move forward?
 - What do you need to do to reach these goals?
 - What other support do you need?
 - What will happen if this occurs again?

The approach focuses on the relationships which have been harmed by misconduct and how these relationships can best be restored. This involves the student “making things right” and putting strategies and support in place to minimise the chances of the behaviour reoccurring.

Using restorative practices allows those that have been impacted to have a voice and aid in creating a fair outcome for all.

Attendance

BEGINNING OF THE SCHOOL DAY

All students are to be at school by 8.30am ready to attend Homeroom or Assembly.

ABSENCE

If a student is going to be absent for the day, a parent / guardian should let the school office know BEFORE 8.30am on the day of the absence. It is the parents'/residential caregivers responsibility to phone the Student Centre (274 4081 option 1) or use the Sancta Maria College App to notify the college everyday a student is absent.

If a student is absent during the first two classes of the day and no notification has been received by the school, an automated text message will be sent the parents / residential caregivers to inform them of their child's unexplained absence.

The student must bring a note explaining the absence to the Homeroom teacher as soon as he / she returns to school, in addition to the phone call as this is a legal requirement.



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LATENESS

Students arriving late must report to the Student Centre to obtain a Late Pass. Students will not be allowed into class without this Late Pass. Students must bring a note (signed by their parent/guardian) to the Student Centre explaining their late arrival.

If this note is not received by the end of interval the following school day, the student will receive a lunchtime detention. If lateness persists, parents/guardians will be contacted, and students will be given an after school detention on Tuesday or Thursday from 3.20-4.20pm.

LEAVE PASSES

No student may leave the school grounds during the day including morning tea and lunchtime without a valid reason and without following the procedures.

If you wish to take your child out of school during school hours, the student must bring a signed and dated note from a parent/residential caregiver requesting leave during the day. Students are not allowed to phone or text home without a teacher's permission. Take the note to the Homeroom teacher and obtain a leave pass. Students must show the pass to the subject teacher and go to the Student Centre to be collected. Parent/residential caregivers are required to come to the Student Centre and sign the student out.

ILLNESS DURING THE SCHOOL DAY

If your child becomes ill during the school day then the student must report to the school's Health Centre. The school nurse will make an assessment and if required the nurse will contact the parent/residential caregiver to organise a pick up from school. Students are not allowed to directly phone or text home. Parent/residential caregivers are required to come to the Health Centre at Main Reception and sign the student out.

APPROVED LEAVE DURING THE SCHOOL TERM

All requests for leave from school for non-medical reasons (e.g. family holiday during school time) must be made in writing to Mrs Dianne Blackburn (d.blackbourn@sanctamaria.school.nz) at least two weeks prior to the event.

Classroom behaviour

- Eating in the class is not allowed unless the teacher has given permission.
- 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.
- Students must wear correct school uniform at all times and ensure it is clean, tidy and clearly named.
- Students cannot bring any of the following items to school: chewing gum, cigarettes, vaping devices, matches, lighters, firecrackers of any type, alcohol, illegal drugs, knives, weapons or firearms of any kind, laser light equipment of any kind.
- Students must use appropriate language at all times.

Digital Devices (eg, laptops, mobile phones, ipads)

- Digital devices may be used in class time to support learning. Students are expected to turn off or put away their device, if asked to do so by the teacher.
- Inappropriate use of a digital device (e.g. use in class when instructed not to, misuse of device) may result in various consequences including removal of students from the school network.
- The college accepts no responsibility for the loss of digital devices at school.

Travel

- International students must receive signed permission from their parents and from the International Office before travelling out of Auckland, unless it is with their homestay family/residential caregiver. They cannot travel outside Auckland alone or with friends.
- International students must obtain permission from the International Office if they wish to stay away from their homestay overnight.
- 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.



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Driving / Transport

- International students are NOT allowed to drive or own a motor vehicle whilst in New Zealand
- Students must wear a cycle helmet any time they are riding a bicycle.
- Students must obey the road crossing rules and observe safe traffic behaviour at all times.

Accommodation

- All international students are bound by the conditions of the International Student Accommodation Agreement and Accommodation Requirements contained in their Enrolment Contract, as well as the rules and information contained in Sancta Maria College's Handbook for International Students.
- International students must live in accommodation approved by the school. If a student wishes to change their accommodation, they must first ask the international office.
- International students must let their host family know where they are at all times and be back home by curfew times (see International Student Handbook).
- 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.
- Students are expected to respect their residential caregivers, their families, and their homes. If a student's behaviour in the home is considered so unacceptable by the residential caregiver/host family and the school, that another suitable home cannot be found, the school may take steps to terminate the Enrolment Contract.

Serious Misconduct

International students must obey the laws of NZ including those pertaining to the use of alcohol, smoking, drugs and firearms. They must not engage in any criminal activity or commit an offence against any person or property. In the event of such a breach, regardless of when or where it occurs (including weekends and holidays), the school may take disciplinary action to stand down, suspend, exclude or expel the student from the school, and/or terminate the Contract of Enrolment (see Terms and Conditions of Enrolment in the Enrolment Contract).



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Disciplinary Policy (Schedule Two)

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

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.

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.

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.

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**).

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.

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

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

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.



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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.

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

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.

Where appropriate, having regard to the seriousness of the breach, the Student and parent will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the disciplinary action to be taken.

When the School makes a decision about the disciplinary action that it will take in response to the breach it will advise the Student and parents of its decision, in writing if possible. The disciplinary action will not take effect, and no actions will be taken to put it into place, until the Student and parents have been advised of the decision.



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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.

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

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

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

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

If the Student voluntarily withdraws prior to the start date of their enrolment, a refund of international student fees will be provided less any relevant non-refundable fees set out in this policy.

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

If the Student withdraws on or after the start date of their enrolment, reasonable written notice of withdrawal is required by the school. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.



INTERNATIONAL STUDENT CONTRACT OF ENROLMENT

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

If the School fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the School will negotiate with the Student or their family to either:

- a) Refund the unused portion of international student tuition fees or other fees paid for services not delivered or
- b) Transfer the amount of any eligible refund to another provider or
- c) Make other arrangements agreed to by the student or their family and the school.

Where the Student's enrolment is ended by the School

In the event the Student's enrolment is ended by the School for a breach of the Contract of Enrolment, the School will consider a request for a refund less:

- a) Any non-refundable fees set out in this policy
- b) Ten weeks tuition fee
- c) Any other reasonable costs that the school has incurred in ending the student's enrolment

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

If the Student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

Where a student voluntarily requests to transfer to another signatory

If the Student requests to transfer to another signatory after the start date of their enrolment, reasonable written notice of the transfer is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

Request for a refund of homestay fees

If for any reason, the Student withdraws after the start date of their enrolment, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.

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

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

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

Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000.00 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.



INTERNATIONAL STUDENT CONTRACT OF ENROLMENT

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

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.