



# ENROLMENT INFORMATION

## 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. The contract for the provision of tuition services is between Sancta Maria College and the parent or parents of the student. The declaration must therefore be signed by the parents.

When submitting an online application the following must be uploaded with your application:

- Passport photo page
- Photo
- Latest school report (translated into English) and indicating level of English ability
- Signed declaration

## ACCEPTANCE BY SANCTA MARIA COLLEGE

Once we receive all necessary information we will assess each application individually and contact you regarding the outcome. It usually takes two to three working days for us to assess each application and make a decision.

The College may test International Students on arrival at the College to help determine placement. The College may also require testing in a student's own home country before selection. The College will provide its own testing material.

The College may ask a student to undertake intensive language tuition at another institution for a period of time if it is ascertained the student cannot cope at Sancta Maria College at an appropriate English level. Generally students are placed with their age group level.

If a student is accepted we will send you a **Conditional Offer of Place and Fees Invoice**. Once the invoice has been received students may pay their fees. Please DO NOT send any money until you receive the invoice. After our bank has confirmed that we have received the money, we will send you a receipt for use in obtaining a visa/permit and a letter of **Offer of Place**.

## APPLICATION FOR VISA

The receipt for fees and the Confirmation of Place letter will be required to apply for a student visa.

## CODE OF PRACTICE

Sancta Maria College has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students. Copies of the Code are available <http://www.nzqa.govt.nz/providers-partners/caring-for-international-students/>

## ARRIVAL AND ORIENTATION

New students must give the school their flight arrival details so we can arrange their free airport pickup. Students are met at the airport by a member of the international staff or their host family.

We recommend students arrive three days before school starts to give them time to settle in to their new home. The college will provide a programme to help students adjust to College life. All students must attend an orientation at enrolment.

## ACCOMMODATION

As per the Code of Practice and Guidelines (revised 2016), upon or before enrolment the International Students Department of the College will determine and verify which category of accommodation the student will live in regardless of age i.e.

- Homestay
- Designated Caregiver
- Parent

No international student at Sancta Maria College can live independently, in a boarding establishment or in temporary accommodation.

Police vetting will be required of all caregivers and all residents of a household aged 18 or over excluding international students and parents. The college will provide guidelines to the caregivers and the students and outline the divisions of responsibility between the college and the caregiver.

The parents and the student agree that the student shall remain in accommodation arrangements either organised by the College for the term of this agreement, or are approved by the College according to the Code of Practice guidelines on accommodation.

Any changes must be negotiated with the homestay coordinator beforehand. Failure to comply with this requirement may lead to a cancellation of the student permit. All caregivers who are not New Zealand citizens must provide copies of their passports and valid visas.

## HOMESTAY

All homestays are carefully selected and monitored to ensure that appropriate standards are maintained. Breakfast, lunch, dinner and snacks are provided by the host family.

Homestay payment is payable in advance to Sancta Maria College. Sancta Maria College can only guarantee accommodation for visa purposes for the number of week's homestay fees have been paid for. The College will pay the homestay caregiver each fortnight, account for all money received and payments made from homestay money.



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The homestay fees invoiced may be an estimate cost only. Exact cost will be determined when final departure date is confirmed. If students change homestay, a fee of \$280.00 may be charged. On written request Sancta Maria College will refund any balance left over at the end of the student's placement. One week's notice must be given by either party (homestay or student) prior to a student being placed in another homestay.

## DESIGNATED CAREGIVER (DCG)

The parents of the student must sign the declaration form stating they have read and understood the conditions outlined in the Designated Caregiver Agreement. The College will decide if the caregiver will be verified as a Designated Caregiver and will ask for a police vet, further supporting information and/or evidence of nature of the close relationship or friendship. The home of the proposed DCG will be visited and assessed the same as for a homestay caregiver. The home will be visited subsequently to substantiate and verify the DCG's living situation.

At no time can a DCG leave the student unsupervised overnight or for any length of time without first informing the College and seeking approval for a temporary caregiver to take their place. This will probably necessitate a new DCG being appointed for the period, as per all DCG regulations.

The DCG arrangement cannot change until Sancta Maria College is informed, and agrees to the change. The parents take full responsibility and accept the decisions made by their DCG about the day to day requirements of their child and understand that Sancta Maria College will make every endeavour to provide care and welfare for their child while studying in their school. Should you have any concerns regarding the welfare of your child, Sancta Maria College may refer your child to the relevant welfare authorities or any appropriate agency in New Zealand.

## PARENT

Students living with parents must still be monitored by the College. Birth Certificates and copies of passports and visas are required to verify parent status. At no time can a parent leave the student unsupervised overnight or for any length of time without first informing the College and seeking approval for a temporary adult caregiver to take their place. If a parent leaves a student unsupervised in New Zealand that student will lose their place at the College and New Zealand Immigration will be informed.

If students are living with a parent, then the parent has full responsibility for the pastoral care of the student outside tuition hours, and may be called up to the school at short notice on school matters. Parents must follow all the policies of the College at all times.

## ENROLMENT CONDITIONS

Upon enrolment at the College, the student will abide by the same conditions as regards behaviour and absence as apply to domestic students.

Enrolment as an International Student at the College shall be terminated if:

- a) At any time by agreement between parities; or
- b) By Sancta Maria College if the student fails to pay fees in advance, or fails to abide by the same conditions as for domestic students, or fails to abide by the conditions of the Tuition Agreement as below, or
- c) If the student ceases to hold, or ceases to be eligible to hold, a valid student visa issued by the New Zealand Immigration Service. Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed at: <http://www.immigration.govt.nz>

## MEDICAL AND TRAVEL INSURANCE

It is recommended that Sancta Maria College arranges Medical and Travel Insurance.

International students must have appropriate and current medical and travel insurance while studying in New Zealand. This is a requirement under the Code of Practice for the Pastoral Care of International Students.

If international students wish to purchase their own insurance elsewhere, the College needs to be provided with a copy of the insurance certificate and policy wordings so we may determine whether the insurance provides sufficient cover for the student's medical, travel and potential repatriation needs.

## DRIVING & VEHICLE OWNERSHIP

Sancta Maria College does not allow international students living in homestay accommodation to own or drive a car. Students living with designated caregivers or parents must notify the college in writing of their intention to drive in New Zealand and must abide by New Zealand transport laws regarding Learner Licence holders.

## CHANGE OF STATUS

International Students are not automatically guaranteed a place at Sancta Maria College if they change to domestic status. All normal conditions of enrolment must be met and students will need to complete a domestic enrolment application at the school.



# ENROLMENT INFORMATION

## TUITION AGREEMENT

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:

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.

**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.

**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.

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

**Parents or Legal Guardians** means the parents or legal guardians referred to in the annexed Application Form.

**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 student referred to in the annexed Application Form.

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

**Period of Study** 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.

2. 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.
3. The Parents or Legal Guardians and Student agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of the School.
4. The Parents or Legal Guardians 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 or Legal Guardians and Student understand that the School has an obligation to report any breaches of the immigration requirements to the appropriate immigration authority.
5. The Parents or Legal Guardians and the Student agree that this Agreement is subject to an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.
6. The Fee must be paid to the School in advance of each Period of Study or as otherwise directed by the School. The Parents or Legal Guardians and the Student agree to comply with school policies regarding the payment of the Fee.
7. If Tuition is terminated by the School during a Period of Study, in accordance with the Act and the Code, any refund of the Fee applicable to that Period of Study will be assessed in accordance with school policies.



## ENROLMENT INFORMATION

8. The Parents or Legal Guardians 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 or Legal Guardians.
9. The Parents or Legal Guardians 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 or Legal Guardians and agree to appoint the Residential Caregiver in New Zealand to receive such information in substitution for the Parents or Legal Guardians.
10. The Parents or Legal Guardians agree to provide the School with academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents or Legal Guardians 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 Parent or Legal Guardians such fees as required to adequately compensate for such additional requirements.
11. The Parents or Legal Guardians agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. If requested, the Parents or Legal Guardians will provide the School with evidence of the relevant insurance policy.
12. The School shall at all times comply with the Health and Safety at Work Act 2015.
13. Nothing in this Agreement limits any rights that the Parents, Legal Guardians or Student may have under the Consumer Guarantees Act 1993.
14. It is acknowledged that provisions in the Act relating to the suspension, expulsion or exclusion of students will apply to the Student while in New Zealand. Any decision to expel or exclude the Student shall terminate this Agreement and the School's refund policy will apply.
15. The Student will comply at all times with school policies, the Code and the Act, and the Parents or Legal Guardians shall work with the School to ensure such compliance.
16. 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.
17. 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 or Legal Guardians 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.
18. 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. The Parties also agree that email correspondence is a suitable means of communication and emails will be deemed to have been received when acknowledged by the party or by return email.



## ENROLMENT INFORMATION

19. 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 or Legal Guardians, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Year of Study with the School.
20. The Parents or Legal Guardians 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 or Legal Guardians and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents or Legal Guardians.
  - (b) If the Student and/or Parents or Legal Guardians fail to provide any information requested in relation the Students admission to the School, the School may be unable to process the Student's application.
  - (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, than this Agreement will be at an end.
  - (d) Personal information of the Student and/or Parents or Legal Guardians 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) All personal information provided to the School is collected and will be held by the School.
  - (f) The Student and Parents or Legal Guardians 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.
  - (g) Under the Privacy Act 1993, any information collected may be provided to education authorities.
  - (h) 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.
21. Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School.
22. The School's responsibility for the Student ends on the last day of the Period of Study, or in the event that the Student's Tuition is terminated, on the date of termination.
23. 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.
24. Without limiting any obligations set out in school policies, the Parents or Legal Guardians and Student agree that the Student:
- (a) Must comply with school policies;
  - (b) Must comply with all terms of the Accommodation Agreement; and
  - (c) Must maintain an up-to-date visa as stipulated by Immigration New Zealand.
25. 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.
26. 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.
27. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.



# ENROLMENT INFORMATION

## SCHEDULE 1: FEES REFUND POLICY

If a student withdraws from his/her course of study before the completion date, he/she may be eligible for a refund of tuition fees. If a refund is requested, the following procedures and guidelines will apply:

### To be eligible for a Refund:

- To be eligible for a refund, parents must apply in writing to the Board of Trustees setting out the special circumstances of the claim within one month of the last day of attendance. You must also complete the official leaving process and attach the leaving certificate.
- In every case, the school undertakes to look fairly at applications for a refund of fees or part-fees.

### If the application is made before the start of the course:

- Fees will be refunded in full, less an **Administration Fee** of **NZ\$500.00**. This includes if a student is not granted a student permit to attend **Sancta Maria College**.

### If the application is made after the start of the course (i.e. in Terms 1 or 2), but before the second half of the course (i.e. Terms 3 & 4):

#### Fees will be refunded less:

- An Administration Fee of NZ\$500
- Costs to the school already incurred for tuition
- Components of the fee already committed for the duration of the course (including proportion of Agent's Commission already paid out)
- Specialist fees (*if applicable*)
- Appropriate proportions of salaries for teachers and support staff (*if applicable*)
- Costs already incurred for the use of facilities and resources
- Any other costs already incurred.

### If the application is made after the second half of a course:

- There will be no refund, except under exceptional circumstances. (*See Compassionate Refunds below.*)

#### Compassionate Refunds:

- In exceptional circumstances, refunds may be granted on compassionate grounds (e.g. death of a close family member, serious illness, accident). All such refunds will be at the discretion of the Principal and the Board of Trustees.

### The Board of Trustees will make no refund:

- When a student is required to leave the school for a breach of the rules and conditions of enrolment at the school or has broken a New Zealand law.
- Where a student has been stood-down, suspended or excluded.
- Where a student returns home for any reason other than serious illness, accident or death of a close family member.
- If the enrolment application is found to be inaccurate in any way and the contract is terminated.
- Where a student becomes a permanent resident during their course of study. Any student becoming a permanent resident will be required to re-enrol as a domestic student for the start of the next school year and abide by the school enrolment scheme. No guarantee can be given that a place will be available. As a Catholic school Sancta Maria College has a defined Special or Catholic character. The school zone conditions stipulate the criteria to attend Sancta Maria College as a regular student. Preference will be given to students who are Catholic and live within the school zone. Documentation of residency must be approved within 14 days of it being granted.
- If a student wants to transfer to another school or educational institution.



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## Homestay Fees

If you move out of your Homestay before the end of your Contract:

- The Homestay Placement Fee of **NZ\$280.00** will not be refunded.
- All other unused Homestay Fees will be refunded, provided the Homestay has been given two weeks' notice that the student is leaving unless Sancta Maria College has guaranteed your accommodation.
- If the college has guaranteed your accommodation, payments to your new homestay family or designated caregiver will be paid through the college's homestay programme. The homestay placement fee of NZ\$280.00 cannot be refunded.
- Approved refunds will have any money owing to the homestay family deducted, ie telephone accounts etc.
- If the student does not give two weeks' notice, then two weeks' Homestay fees will be deducted from any refund.

## Payment of Refunds:

- All refunds will be paid to either the parents of the student or to an agent with written authority from the parents. No refunds will be given directly to the student.

## Fees Protection:

- The School has a fee protection policy to safeguard the fees paid by International Students, in the unlikely event that the school may not be able to continue delivering tuition to the international student. This policy ensures that the school retains sufficient funds to meet the requirements of any refund in these circumstances.

**N.B.** The **New Zealand Immigration Service** will be notified if any student ceases to attend **Sancta Maria College** for whatever reason.

## SCHEDULE 2: FEES PROTECTION POLICY

### Rationale

Sancta Maria College maintains through its Finance Management Policy procedures for the appropriate management of school funds that comply with Public Sector Finance Requirements and guidelines set out by the Ministry of Education.

These practices are to ensure:

- Accountability for the control of school finances.
- Appropriate reporting to all interested parties and present accounts for audit.
- The efficient use of funds.

Procedures for the management and protection of fees paid by international students are:

### Guidelines

#### International student tuition fees

1. Accounting procedures are in place to ensure that monies are available for release.
2. International student tuition fees shall be paid into the school's general account, under a separate code, 'Foreign Fees', and drawn down at intervals of one term in arrears throughout the academic year.
3. These monies will be audited separately on an annual basis.
4. These monies will be available for approved refunds resulting from withdrawal from Sancta Maria College or in the event of the College not being able to provide tuition.

### Evidence

- 1 Accounting records
- 2 General School Account

### Evaluation

The Business Manager shall report to the Board of Trustees annually with reference to the effectiveness of the policy.