

# Admission Agreement

## International Student



**KING'S**  
COLLEGE

### Terms

#### **PARTIES:**

The King's College Trustees operating through its Board of Governors (The Governors)

And

The Student

I/We accept the offer of a place at King's College (the "College") for the student named above (the "Student") for the 2021 school year.

We understand that where the Student is new to the school we pay a non-refundable Enrolment Fee of NZ\$1,500 (inclusive of GST). We confirm that this has been paid where relevant.

Accepting the offer, I/we agree to be bound by the Terms and Conditions of Admission (the "Admission Agreement").

This document is to be signed by all legal guardians/parents who have a legal right to a say in the Student's education. King's College accepts a student's schooling is a guardianship matter. King's College will expect acceptance of the offer to be a matter the Student and his or her legal guardians/parents have resolved before notifying King's College of acceptance. The signature of the Student is required in an "Undertaking of Student" section later in this Admission Agreement.

For the purpose of admission to the College, we adopt the definition of a "guardian" and "guardianship" as legally defined under part 2 of the Care of Children Act 2004.

### Undertaking of Student

1. The Student undertakes that, at all times while a Student of the College, the Student will observe the rules and be subject to the discipline of the College including, but not limited to, the College's rules and conventions from time to time set out in the Student Guidelines and in any other College policies and procedures as varied, supplemented or replaced.
2. The Student consents to the provisions of paragraphs 13 to 19, 22, 24 - 26 of this Admission Agreement (each underlined above).
3. It is particularly noted that the College has a strict policy on drug use and possession. As part of this policy, the Student consents to being required to undertake drug tests as explained in paragraphs 14 and 15 "Standards of Conduct" and "Drug Use and Possession" above.
4. The Student consents to the Governors and the College disclosing the information contained in this Admission Agreement or subsequently collected to various other parties as outlined in paragraphs 25 and 26 above and in the applicable paragraphs of **Appendix B**.
5. The Student undertakes that the Student has not failed to disclose to the College in the application process any matter which may have materially influenced the College's decision to offer a place in the College.

# Terms and Conditions of Admission

The signature of the Student is required in the 'Undertaking of Student' section at the end of this Admission Agreement. 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, post or facsimile transmission. For ease of reference, the clauses in the Undertaking that the Student must also agree to, are underlined in the headings below.

- 1. Payment of fees:** Legal Guardians/Parents are liable to the Governors and the College for all tuition fees, boarding fees (where applicable), and incidentals. Tuition and (where applicable) boarding fees are annual fees (whether paid in one sum or by instalments). The amounts of these fees shall be as advised by the Governors or the College from time to time.
- 2. Incidentals Account:** Until advised in writing to the contrary, the College, in its discretion, is authorised to permit the Student to operate a credit sales account. This account may be utilised by the Student to make purchases at the Uniform Shop and the IT Centre. Unless the Legal Guardians/Parents agree otherwise in writing, the daily credit limit of such account shall be the general credit limit applying from time to time for such accounts within the College. An amount of \$5,000 is payable annually to cover "all incidentals" charged to the Student's Incidentals Account (the 'Incidentals Deposit'). The College will deduct incidentals incurred from this deposit. Once charges have exceeded this deposit, the Legal Guardians/Parents are liable to the Governors and the College to pay any outstanding balance in the incidentals account for the Student, in accordance with clause 3.
- 3. Payment of other amounts:** All other amounts due (such as sums over the annual \$5,000 Incidentals Deposit) must be paid to the College no later than the 21st of the month following an invoice.
- 4. Direct Debit:** If requested by the College, Legal Guardians/Parents must immediately provide to the College a direct debit authority in respect of all payments to be made by them under this Admission Agreement.
- 5. Overdue amounts:** All expenses incurred by the Governors or the College in collecting any overdue amounts (including disbursements, incidentals, legal costs on a solicitor/client basis) will be met by the Legal Guardians/Parents and interest on such amounts will be payable at a rate of 2% from the date such expenses (with interest) are incurred to the date of payment.
- 6. Review of fees and other charges:** The College has the right from time to time, by two months' notice in writing to the Legal Guardians/Parents, to vary the fees and other charges payable by the Legal Guardians/Parents under this Admission Agreement.
- 7. Fees non-refundable:** Tuition fees and boarding fees are all non-refundable, once paid, subject to the provisions outlined below and the conditions set out in **Appendix A** and the College's Refund Policy (as amended from time to time):
  - (a) In order to be eligible for a refund the Legal Guardians/Parent must apply in writing to the College, setting out the special circumstances of the claim.
  - (b) No refund will be made where an International Student withdraws from the College in the second half of the course. In the case of a full year International Student, the second half of the course commences on the first day of term after two terms have been completed.
  - (c) No refund will be made where the Governors of the College require the complete withdrawal of the Student or stand down or removal from Boarding at College or expel the Student.
  - (d) No refund will be made where the Student acquires Permanent Residency or another Domestic Student Visa after the Student is enrolled at King's College. In this circumstance, no refund will be given for the funds paid for that academic year. Invoicing for the following year (should the Student return to King's College) will be at the Domestic Student fees.
  - (e) The Governors and the College are under no obligation to provide an abatement or refund of fees in respect of any time during which the Student may not be in attendance at the College, whether due to withdrawal, stand down, expulsion, leave of absence, illness, study leave, shortened term length, or any other reason.
- 8. Boarders:** The College shall have absolute discretion to determine whether a Student may board, or continue to board, at the College. Where a Student is currently boarding at the College and the Headmaster determines that the Student should not continue to board at the College, annual boarding fees paid in respect of that Student will be refunded by the College on a pro-rated basis.

## Withdrawal

- 9. By Legal Guardians/Parents:** Prior written notice of at least one full term must be given to the College by the Legal Guardians/Parents of the intended withdrawal of the Student from the College. Where notice of withdrawal is given:
  - (a) all fees and incidentals shall continue to be payable up to the date of withdrawal or the expiry date of the required notice period (whichever is later).
  - (b) that is not strictly in accordance with this Admission Agreement, the Governors or the College have the right to charge the Legal Guardians/Parents an amount equivalent to one-quarter of the annual tuition and, if applicable boarding fees, in lieu of notice for the period after the date of withdrawal.
- 10. By Legal Guardians/Parents before commencement: If the Student does not commence attendance at the College at the beginning of the term referred to in the offer of place, then:**
  - (a) if the Legal Guardians/Parents have not given the College at least one full term's prior written notice that the Student will not commence attendance at the College at the relevant time, then the Governors or the College have the right to charge the Legal Guardians/Parents an amount equivalent to one-quarter of the annual tuition and, if applicable, boarding fees, in lieu of the required notice; and
  - (b) the Student will no longer be able to commence attendance at the College at any time unless the Governors or the College agree otherwise in writing.

Where amounts are payable in lieu of notice, these amounts are payable by way of liquidated damages as a genuine pre-estimate of the Governors' loss.

- 11. By College:** The Governors may require the complete withdrawal of the Student in accordance with this Admission Agreement (including under paragraphs 12, 14 – 16). The Governors have the right to require complete withdrawal or expel the Student where there is a breach of this Admission Agreement based on the contractual relationship between the parties (which, for the avoidance of doubt falls outside the Education Act 1989). The Student and Legal Guardians/Parents agree that any required withdrawal or expulsion will be conducted in accordance with the College's disciplinary policy and procedure (as may be amended from time to time at the College's sole and absolute discretion). A copy of the Disciplinary Policy and Procedure is attached as **Appendix C** to this Agreement. As part of the disciplinary process, the Student and Legal Guardians/Parents of the Student will have the right to provide their response to the proposed withdrawal or expulsion, which will be considered before any decision is made by the College and its Governors.
- 12. Of Offer by the College:** The College may withdraw an offer of a place for a Student, prior to the Student commencing studies with the College, in circumstances where the Student and/or Legal Guardians/Parents have failed to disclose a material matter, that would if disclosed appropriately, have likely resulted in the College refraining from offering the Student a place. It will be in the College's sole discretion whether, depending on the circumstances, it refunds any fees paid in advance for admission.

## Expectations and Obligations of Student Conduct; Rights of College

- 13. Attendance:** Regular and punctual attendance by the Student is required by the College, including on specified weekend days and specified public holidays. Absences must be advised by a Legal Guardian/Parent/Residential Caregiver by telephone or through the College's intranet on or before the day of absence. Leave of absence from the College during term time must be applied for in writing and in advance. Decisions as to whether or not a leave of absence is granted shall be at the Housemaster's or Deputy Head's absolute discretion.
- 14. Standard of Conduct:** Whether on the College grounds or not, the Student shall at all times be subject to the expectations, rules and discipline of the College. The Governors and the College have the right to require the complete withdrawal of the Student or to stand down or remove from Boarding or expel the Student or determine some other

form of discipline and restriction on the Student for any act or omission that is in breach of the expectations and/or rules of the College (including its rules around the use or possession of drugs) and/or for any action or omission by the Student which may, in the opinion of the Governors or the College, bring or have the potential to bring the College into disrepute, or for any other cause which, in the opinion of the Governors or the College, is reasonable cause. Actions bringing, or potentially bringing, the College into disrepute could include actions taken by Students outside or beyond the school grounds or school activities but which influence perception about the College, such as and not limited to online activity or activities undertaken outside school but in uniform. In particular, but not by way of limitation, the Student shall be subject to the College's rules and conventions from time to time as set out in the Student Guidelines and in College policies or procedures as varied, supplemented or replaced.

15. **Alcohol, Drug Use and Possession:** The College has a strict policy on drug use and possession and both Legal Guardians/Parents and the Student must be familiar with this policy. In accordance with the policy, Students must not be under the influence of, use, possess or supply drugs or alcohol or tobacco at any time while on College grounds or while taking part in any field trip or co-curricular activity organised by the College or while representing the College in any activity or in any circumstance in which the Student could reasonably be identified as a student of the College, including at College social events. Students may be required to undertake drug tests where the College either has grounds to suspect drug use or possession, or arranges random drug testing as part of a rehabilitation process. The Legal Guardians/Parents and the Student agree to the College having the right to submit the Student to a random drug test, to ensure the health and safety of the Student and those within the College.
16. **Suspected offences against New Zealand law:** Where the College suspects that there may have been offending against New Zealand law involving the Student (whether as a potential offender, victim or otherwise), the College may, at its discretion, notify the Police and allow the Police to access the College and to interview the Student (with or without prior notification to the Student or Legal Guardians/Parents). The Governors and the College each have the right to require the immediate complete withdrawal of the Student or to stand down the Student – even if the Student is under ongoing investigation by the Police, or the Student is the subject of an unresolved charge, or the Student has been found not guilty, acquitted or discharged without conviction.
17. **Policies and procedures:** The College has and will continue to develop policies and procedures on various matters. The Student must know the College's policies and procedures and observe them strictly at all times. The College may introduce new policies and procedures, revoke or amend all or any of the policies or procedures at its discretion.

## Religious Instruction and EOTC

18. **Religious instruction:** Attendance at Chapel and participation in religious tuition and observance is compulsory.
19. **Outdoor Education activities:** Education Outside The Classroom (EOTC) is the name given to all events/activities that occur outside the classroom, both on and off the school site. EOTC includes, but is not limited to, field trips, cultural trips and sports trips that occur in school time and/or finish after school finishes. Participation in the College's outdoor education activities (including attendance at the Ahuroa Outdoor Education Centre) is compulsory (unless there is a recognised physical impediment for the Student that could make certain physical activity impossible, in which case the College shall explore alternatives for the Student).

By signing this Admission Agreement, you give your consent for the Student to participate in all low risk EOTC activities both on and off the school site and including those that finish outside of school hours. Separate consent will be sought by the College for higher risk environments or off-site overnight events.

## Memberships

20. **Lifetime Membership of KCOCA:** To facilitate the Student becoming a lifetime member of the King's College Old Collegians' Association (Inc), a KCOCA Lifetime Membership fee will be deducted from the Incidentals Deposit at the same time as payment of the Enrolment fee.
21. **Annual Membership of Friends' Association:** To facilitate family membership of the Association of the Friends of King's College the annual membership subscription applying at the time will be charged to the Student's account in Term 1 and deducted from the Incidentals Deposit. Where more than one Student from a family attends the College at any one time, only the youngest student's account will be charged.

## Obligations and Liability

22. **Disclaimer of Liability:** The Governors and the College accept no responsibility for any personal injury suffered by the Student or the loss of or damage to personal property of the Student or Legal Guardians/Parents while the Student is at or in the care of the College. The Legal Guardians/Parents authorise the Headmaster or any other staff member of the College or other person who at the relevant time is responsible for the care of the Student to act in loco parentis in respect of the Student in cases of accident or emergency.
23. **Joint and Several Liability:** The agreements made, the obligations incurred and any authorities to be given by the Legal Guardians/Parents under this Admission Agreement are made and incurred and will be given jointly and severally, and are contractually binding.

## Privacy

24. **Access to and correction of information:** Pursuant to the Privacy Act, the Legal Guardians/Parents and the Student have the right to access and correct the information contained in this Admission Agreement. The Legal Guardians/Parents shall notify the College of any change in the information contained in this Admission Agreement as soon as is reasonably practical.
25. **Use and disclosure of information:** The Legal Guardians/Parents and the Student acknowledge that the information contained in this Admission Agreement and such updated information and other personal information collected from time to time by the College is collected for the purpose of:
  - (a) providing for the educational and general advancement of the Student;
  - (b) the administration of the College;
  - (c) College publications;
  - (d) the maintenance of the College's records of past, present and future students;
  - (e) communication with the Legal Guardians/Parents of Students; and
  - (f) incident reporting and the sharing of information to improve the health and safety and wellbeing of all on campus.

Such information may be used by the Governors and the College and its various associated bodies including, but not by way of limitation, the King's College Old Collegians' Association (Inc), the King's College Foundation (Inc), the King's College Rowing Club (Inc) and the Association of the Friends of King's College (Inc) ("the associated organisations"). The Legal Guardians/Parents and the Student authorise the College to disclose any such information to the associated organisations on the basis that such organisations hold the information and use the information only for the purposes of activities which the particular organisation customarily undertakes from time to time.

## Authorisations

26. **Particular authorisations:** Without limiting paragraph 25 above, the Legal Guardians/Parents and the Student authorise:
  - (a) display or publication of the Student's work and/or photographic image in College publications (including any newsletter, prospectus, magazine, yearbook, open day display, website, school brochure, social media initiatives, etc);
  - (b) the College and any person or organisation authorised by the College to take any photographic or video image of the Student while the Student is participating in or attending a College activity, and the use or publication of any such image for a purpose authorised by the College;
  - (c) all information from time to time held by the Governors and/or the College and information concerning the academic, sporting or cultural performance of the Student to be released to parties within and outside the College at the discretion of the Governors or the College in any situation where the education, advancement, health, welfare or safety of the Student is concerned; and
  - (d) the participation of the Student in all low risk EOTC events that occur both on-site and off-site during school time and after school finishes.

# Appendix A

## REFUND POLICY – CONDITIONS

Reason for Refund	Documentation Required	Timing of Event relating to Refund Query	Refund Payable
Visa not granted	Official Letter from Immigration NZ indicating rejection of Visa	At any time	Refund the fees and balance of Incidentals Deposit, less Enrolment fee
Visa extension denied	Official Letter from Immigration NZ indicating rejection of extension	At any time	Refund the fees and balance of Incidentals Deposit, less Enrolment fee
Permanent Residency or other Domestic Visa granted	Passport and Visa	At any time	No refund
No longer wishes to study at King's College	Letter written by Legal Guardians/ Parents of Student stating they wish for their child to be withdrawn from the College. One full term's notice must be given	After course starts	Fees and charges payable in accordance with paragraph 9 of the Admission Agreement. Any refund is at discretion of the College. No refund is payable where the Student withdraws in the second half of the course.
Compassionate or compelling circumstances (eg serious illness)	Evidence of exceptional circumstances supporting application refund	At any time	At the discretion of the College
The College cease to provide a course of educational instruction as contracted with the Student	Evidence of agreement to provide course for Student and the cessation of this	At any time	Refund fees paid and balance of Incidentals Deposit (less Enrolment Fees) and/or refund portion of fees paid relevant to the period Student had to leave College due to absence of contracted course.
The College ceases to be signatory or provider to the Code	N/A. Will be matter of public record.	At any time	Refund unused portion of fees and balance of Incidentals Deposit (less Enrolment Fee) paid before termination of Student's place due to change in College status.
Student conduct issues and disciplinary action results	College will issue disciplinary documentation	At any time	No refund
Surplus Homestay fees	College financial records of fees paid and surplus to date Period of Study finishes	Date Period of Study ends	Any surplus Homestay fees at the end of the Period of Study will be refunded from College to the Legal Guardian/Parent.

## King's College Guardian Refunds

Reason for Refund	Documentation Required	Timing of Event relating to Refund Query	Refund Payable
The Student requests a change of Guardian (for no obvious reason).	Confirmation letter from Legal Guardians/Parents/Agent	At any time	No refund of Guardian fees is payable to Legal Guardians/Parents.
The Student is withdrawn from the College by Legal Guardians/Parents.	Letter written by Legal Guardians/Parents/ Agent of Student stating they wish for their child to be withdrawn from the College	At any time	No refund of Guardian fees is payable to Legal Guardians/Parents.
The College removes the student from the Guardian due to safety/security concerns.	Letter from International Department to Legal Guardians/Parents/Agent	At any time	Refund of balance of Guardian fees is payable to Legal Guardians/Parents.

# Appendix B

## ADDITIONAL TERMS FOR INTERNATIONAL STUDENT

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 College, the Parents or Legal Guardians, which governs the Student's accommodation arrangements.
  - **Act** means the Education Act 1989.
  - **Agreement** means this Admission Agreement including this Appendix B.
  - **Application Form** means the College's standard enrolment form.
  - **Code** means the Education (Pastoral Care of International Students) Code of Practice 2016.
  - **Course** means the period the student is enrolled.
  - **Fee** means fees payable by the Parents or Legal Guardians to the College as per the Admissions Agreement.
  - **Fee Schedule** means the schedule of fees for Tuition, Accommodation and miscellaneous charges.
  - **Homestay** has the meaning as set out in the Code.
  - **Residential Caregiver** has the meaning as set out in the Code (and so includes a designated caregiver, a homestay family, and for a boarder: the governors, as the forms of residential caregiver for an International Student).
  - **Tuition** means the education of the Student at the College.
  - **Period of Study** means any period for which Fees are paid and for the purposes 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 Parents or Legal Guardians and Student agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of the College.
3. The Parents or Legal Guardians and Student agree to comply with the immigration requirement 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 College has an obligation to report any breaches of the immigration requirements to the appropriate immigration authority.
4. The Parents or Legal Guardians and Student agree that the terms of their Admission Agreement with the College includes and is subject to an Accommodation Agreement (and where applicable the Designated Caregiver Agreement) being entered into by all relevant parties where the Student lives off site and is not a Boarder at the College. All International Students are required to have an Auckland based Guardian (where boarding with the College) or an Auckland based Homestay Family or Designated Caregiver (where a day student with the College). For College appointed Guardians and Homestay Families the College is entitled to charge fees for such service.
5. For an international student who is living in a College boarding house, their residential caregiver will be the Governors (with the Deputy Head Pastoral Care and Headmaster delegated responsibility by the Governors as applicable). This Admission Agreement is to be read as forming the terms relevant to the Student's residential care and matters such as the payment of and termination of that residential care.
6. The Fee must be paid to the College by no later than 30 November before the next academic year. Fees are paid in advance of each Period of Study or as otherwise directed by the College.
7. If Tuition is terminated by the College 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 this Admission Agreement and College policies.
8. The Parents or Legal Guardians and the Student, who have signed this Agreement irrevocably appoint and authorise the Head (or such other person as may be appointed by the College to carry out the Head'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 Head of the College to advise the Residential Caregiver (whether or not arranged through the College) 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 College with academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by the College. If the Parents or Legal Guardians provide misleading information or fail to disclose information about the Student to the College, such that the College has to change or modify the level of Tuition or Accommodation required by the Student, the College may charge the Parents or Legal Guardians such fees as required to adequately compensate for such additional requirements, or depending on the extent the misleading information or failure to disclose, may have reasonable cause to reconsider the Student's place at College under paragraph 11 of the Admissions Agreement.
11. The Parents or Legal Guardians agree that it is a condition of enrolment and required under the Code that the Student has current and comprehensive travel and medical insurance. If requested, the Parents or Legal Guardians will provide the College with evidence of the relevant insurance policy. The insurance must cover:
  - (a) Travel insurance for the Student's travel:
    - (i) to and from New Zealand; and
    - (ii) within New Zealand; and
    - (iii) when the travel is part of the course, outside New Zealand.
  - (b) Medical care in New Zealand, including diagnosis, prescription, surgery and hospitalisation; and
  - (c) Repatriation or expatriation of the Student in case of serious illness or injury, including cover of travel costs incurred by family members assisting in repatriation or expatriation; and
  - (d) Death of the Student, including cover of:
    - (i) travel costs for family members to and from New Zealand; and
    - (ii) costs of repatriation of expatriation of the body; and
    - (iii) funeral expenses.
12. The College shall at all times comply with the Health and Safety at Work Act 2015. If the Student has a health and safety concern on the College site or where involved in College activities, the Student can raise this with their Housemaster or the adult responsible for the activities and/or the College's health and safety staff.
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 and of this Admission Agreement relating to discipline of students will apply to the Student while in New Zealand. Any decision to invoke complete withdrawal, expulsion or exclusion of the Student shall terminate this Agreement and the College's refund policy will apply. The Student's residential care as a Boarder with the College will be terminated by any decision to invoke a complete withdrawal, expulsion or exclusion of the Student.
15. The Parents or Legal Guardians and Student acknowledge that:
- The College 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 College 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 College any personal information that person holds concerning the Student and/or Parents or Legal Guardians.
  - If the Student and/or Parents or Legal Guardians fail to provide any information requested in relation to the Student's admission to the College, the College 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 or Legal Guardians collected or held by the College is provided and may be held, used and disclosed to enable the College to process the Student's eligibility to receive Tuition at the College and Accommodation.
  - All personal information provided to the College is collected and will be held by the College. Where relevant, any information collected may be provided to education authorities.
  - Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the College, at the discretion of the College, for the purposes of the Student's welfare, education or to meet legal requirements for Student or College.
16. The College'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.
17. International Students are not permitted to own or drive a vehicle (including lessons to learn to drive) while at College.
18. An International Student must not purchase or consume any alcohol, nor purchase or take any form of drug (as "drug" is defined in the King's College Drug, Alcohol and Smoking Policy), while in New Zealand and enrolled as a student of King's College. (For the avoidance of doubt, this term includes actions in personal time outside the College).
19. The conditions in this Agreement apply for the whole time the Student is enrolled at the College during a Period of Study. The College, Parents and Student contract to offer and accept a place at the College year by year. The Agreement may be renewed on application to the College in writing. Renewal of this Agreement is at the sole and absolute discretion of the College 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.
20. When satisfied the Student and Legal Guardians have met the necessary requirements for enrolment in the next academic year, the College will issue a letter of place (evidencing the Student's place at College for an academic year, the Student's compliance with the Code, and payment of Fees).
21. Without limiting any obligations set out in College policies, the Parents or Legal Guardians and Student agree that the Student:
- Must comply with College policies and these policies will apply while on College grounds, while taking part in any field trip or co-curricular activity organised by the College, while representing the College in any activity or while under Guardian or Homestay supervision.
  - Must comply with all terms of the Accommodation Agreement; and
  - Must maintain an up-to-date visa as stipulated by Immigration New Zealand.
22. For an International Student attending a disciplinary hearing before a Board Sub-Committee the following additional support may be accessed:
- a translator may be used, if needed, in the hearing. This will be at the Student's expense;
  - in circumstances where a family member or legal guardian for the Student cannot attend the hearing the Student may nominate another support person to attend with them. The College will need to know this person's identity and relationship to the Student, and see authority from the parent or legal guardian, at least 24 hours in advance of the meeting. The College will have the right to decline a support person without authority or who appears inappropriate, but the Board Sub-Committee will always accommodate time for the Student to find an appropriate and authorised replacement.
23. The parties acknowledge that prior to signing this Admission Agreement (with Appendix B), they have had the opportunity to seek independent legal advice in respect of its content and effect.
24. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the College Policies.
25. This Admission Agreement and the Accommodation Agreement (and its related agreements for Residential or Designated Caregiver) 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:
- 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.
26. 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.
27. Where an International Student becomes a Domestic Student a new Domestic Student Admissions Agreement will need to be signed by Student and Legal Guardian/Parent.
28. The College will ensure that, where appropriate, it will obtain the written agreement of the Student's Parent or Legal Guardian with respect to a decision affecting the Student.

## International Student

29. Additional terms pertaining to an International Student as a student at King's College and within New Zealand are set out in **Appendix B** and form part of the terms of this contract between the parties.

## Delegation

30. The Governors may delegate to the Headmaster or other persons or bodies any of the powers of the Governors and any of the powers of the College, generally or otherwise.

# Appendix C

## DISCIPLINARY POLICY AND PROCEDURE

### Rationale:

1. Unfortunately, there are circumstances where the College is required to take disciplinary action against a student. The College strives to address student behaviour in a fair and reasonable manner.
2. **In the setting of its expectations for student conduct and in how it deals with breaches of those expectations, the College bears in mind the personal circumstances of the individual but also its duty of care to the rest of the school community. The College will take into account matters such as:**
  - (a) Whether a student's behaviour creates a harmful example to other students;
  - (b) Whether a student's behaviour puts themselves or others at risk; and/or
  - (c) Whether a student's behaviour impacts negatively on other students' learning and participation in school life.
3. **The College wishes to ensure that its disciplinary policy and procedure is clear and transparent to all students and legal guardians.**
4. It is intended that this Policy will apply to College students while on the College grounds, while taking part in any field trip or co-curricular activity organised by the College, while representing the College in any activity or in any circumstance in which the student could reasonably be identified as a student of the College, including at school social events and outside of school hours and grounds. For the sake of clarity, this includes any representations of College students on the internet.

### Purpose:

1. To outline the various forms of disciplinary action that may be taken by the College.
2. To make clear the processes that will be followed by the College in relation to disciplinary matters.

### Student Disciplinary Procedure

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The College's behavioural expectations are set out in various policies and procedures, including in the College's Admission Agreements. Students are required to know and abide by the College's policies and procedures, as introduced, amended or revoked from time to time.

The potential disciplinary actions that may be taken by the College are as follows.

### School Sanctions to Manage Poor Behaviour

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#### General

Sanctions help the College to set boundaries and to manage challenging behaviour. When poor behaviour is identified, sanctions are implemented. All disciplinary situations are dealt with objectively, fairly and in a way which is appropriate to the student's age and personal circumstances.

Each teacher is primarily responsible for discipline in the classroom. A verbal reprimand and an apology may be sufficient for a minor offence. A teacher may set extra work to be completed outside of lesson time, or hold students under his/her own supervision during the lunch hour or after school.

The College (its teachers, Housemasters, Headmaster, Deputy Heads and such other staff as are appropriate) have the discretion to set appropriate and proportionate sanctions. The Sanctions listed below are not an absolute list but provide a guide of the most established forms of sanction and discipline in the College. The College reserves the right to respond with other measures appropriate to the issues and circumstances before the staff member.

Disciplinary measures will always have priority over a student's co-curricular commitment, although the teacher is asked to inform the staff concerned of the action beforehand.

#### • School Detention

Any teacher is able to issue a School Detention to a student for unacceptable behaviour in the classroom, around the College or on school trips.

School Detentions are held for one hour on Tuesday and Wednesday afternoons and students should be given at least one day's notice.

In a School Detention, students complete written work assigned by the teacher issuing the Detention or by the teacher supervising the Detention.

#### • House Fatigues

House Fatigues are given by House Staff, or recommended by House Prefects for House Staff to approve, and are for unacceptable behaviour in the House.

House Fatigues are held for one hour on Friday afternoon and students should be given at least one day's notice.

In a House Fatigue, students complete work around the House.

#### • School Fatigues

School Fatigues are recommended by Senior or School Prefects and approved by a Deputy Head.

School Fatigues are held for one hour on Friday afternoon and students should be given at least one day's notice.

In a School Fatigue, students complete work around the School.

#### • School Sunday Fatigues

School Sunday Fatigues are given to students for more serious misbehavior or continual disobedience resulting in multiple School Detentions or House Fatigues.

School Sunday Fatigues may only be given by a Housemaster or a member of the Senior Educational Leadership Team.

School Sunday Fatigues consist of 3 hours work for the school on a designated Sunday. Legal Guardians/Parents will be notified by the Housemaster their son/daughter is given a School Sunday Fatigue.

#### • "Sin Bin"

This may be used for serious misbehaviour by a student in a lesson or around school. The student is sent to report to a Deputy Head and, if he/she is not available, the student should report to the Deputy Head's P.A. The student will be interviewed with the teacher and the Deputy Head at the end of the lesson.

- **Housemaster’s Daily**

This is a yellow card which a student is required to present in class as a check on achievement, attitude and effort. It is used by Housemasters and Teacher Mentors only, to monitor progress on a lesson by lesson basis.

Students are expected to get the Daily signed by each of his/her teachers after each period. The Housemaster will sign the Housemaster’s Daily each day. Parents of Day Students are also asked to sign the Housemaster’s Daily each day.

- **Performance List**

When the performance of a student in the classroom is sufficiently poor to warrant special attention, or a Housemaster feels the student’s general behaviour has been consistently unacceptable, he or she is placed on the Performance List for a length of time that is deemed appropriate.

This list comprises students who are not making sufficient effort in their learning, or who are affecting the learning of others – it is not a comment on an individual student’s academic ability.

The student will be placed on a Housemaster’s Daily for two weeks. If the Housemaster is not satisfied with the improvement in attitude and effort over the two weeks, he/she may issue another Housemaster’s Daily for a further two weeks.

- **Gating**

This is used by Housemasters of Boarding Houses only in which weekend leave is denied following unacceptable behaviour.

### **Continual Misconduct or Serious Misconduct**

An escalated disciplinary approach may be taken in cases of continual misconduct or in cases of serious misconduct. In these cases, the Deputy Head or Head will be the decision makers and the potential disciplinary processes/action may include:

- **Verbal Counselling:** This may take place between the Head or Deputy Head and the Student.
- **Conversations with parents, caregivers or legal guardians:** This may take place between the Head or Deputy Head and the parents, caregivers or legal guardians, with the student.
- **Sharing information with teachers:** The Head or Deputy Head may decide to share information with teachers to ensure that they are updated. Teachers will be informed about the terms of a stand down and internal stand down.
- **Stand down:** The Head or Deputy Head may order a stand down of the student (for a period of no more than 5 days in a term or 10 days in a school year) from the College or from certain duties or privileges (including stand down from House activities, stand down from sport and cultural activities and/or stood down from classes). If the Head or Deputy Head determines, the student will attend at the College in a designated space by the Deputy Head for the period of their stand down. Otherwise, the stand down will be served out at home or at a nominated caregiver’s residence outside of the College. A stand down may be accompanied by a contract to be entered into between the student and the College to set conditions around the student’s behaviour moving forward.
- **Internal stand down from House:** The Head or Deputy Head may order that the student be removed from the House for a week or a certain number of days, to be under the supervision and monitoring of the Deputy Head or under the Head’s specific monitoring.

- **Removal from Boarding House:** The Head and Deputy Head may decide that, instead of complete withdrawal, a boarding student should be removed from their boarding house and no longer continue to board at the College. The student will remain a student of the College but would no longer be a boarder. Fees will be amended accordingly and any fees paid in advance for boarding not then undertaken will be refunded on a pro-rated basis.

The Board will be informed of any stand downs and removal from Boarding.

The obligation to pay fees continues during a stand down.

Where even more serious disciplinary action is being considered, the decision-making process will be escalated to a sub-committee of the Board. This will occur when the following disciplinary action is being considered:

- **Complete withdrawal:** There may be conduct that the Head determines is so serious that a complete withdrawal of the student from the College must be considered. A complete withdrawal means that the student is **expelled** by the College.
- **Extended temporary withdrawal with conditions:** The College may decide to extend a student’s temporary withdrawal and put conditions in place for their return (i.e. the student may be notified that they cannot return to the College until they have satisfied the College’s specified conditions).
- **Return from temporary withdrawal with conditions:** The College may allow a student to return from temporary withdrawal with certain conditions in place as part of the student’s return from temporary withdrawal. If the student fails to adhere to those conditions upon their return, the College may consider complete withdrawal.

### **Process to be followed where complete withdrawal is being considered**

#### *Overview of process*

If complete withdrawal is being considered, the Head will involve a subcommittee (of the Board of Governors) in the decision making process.

The Head and/or Deputy Head will:

- Gather relevant evidence;
- Arrive at a recommendation and provide a written outline of the rationale for this recommendation. This recommendation will be escalated to the Board Chair to convene a sub-committee.
- Temporarily withdraw the student for the remainder of the process (meaning that the student will be formally removed from the College while the process is followed through to a decision).
- Inform the parents or legal guardians and student of the disciplinary action that is being considered and provide them with a package of the relevant evidence and applicable policies and procedures. This package will be provided to the parents or legal guardians at least 48 hours in advance of the Board sub-committee meeting. The package will contain:
  - An outline of the incident/College’s concerns;
  - Any statements gathered;
  - The Head’s recommendation (and rationale for it);
  - Any documentary or photographic evidence;
  - Any relevant policies and procedures;
  - Copy of the Admission Agreement;
  - The student’s most recent school report;



- Any relevant background material on other disciplinary issues or disciplinary action taken in relation to the student;
- The College's counsellor's details; and
- Confirmation of whether access to school work will be provided for the suspension period.
- The same information pack as above will be provided to the Board sub-committee.
- The parents or legal guardians and student will have an opportunity to provide written submissions and any statements of relevance in response to the information contained in the package but this should be provided 12 hours before the sub-committee meeting.

The parents or legal guardians will be notified of a date and time to meet with the Board sub-committee.

A hearing will be conducted before a Board sub-committee. The student and their parents or legal guardians will be invited to attend the hearing. The sub-committee will have the ability to adjourn the meeting at times within it to speak to the Deputy Head, Head or any other relevant staff member about factual matters that may have been raised by parents or the student and require College input. That sub-committee can also gather further information. A meeting may be adjourned for a period of time to accommodate gathering this information.

**A flowchart outlining this process is included on the opposite page.**

#### *The potential decision makers*

The Board sub-committee will be made up of where possible 3, but at least 2, members of the Board of Governors.

#### *Notification of decision*

Once the Board sub-committee makes their final decision, this will be notified to the legal guardians/parents and student face to face or by telephone.

Disciplinary outcomes will be published to the College's staff members with details provided of the reason for the discipline. The student will be identified to those staff members.

In addition, after a student has been temporarily withdrawn from, or expelled from, the College, the Head must notify the Secretary (being the Chief Executive of the Ministry) in writing of:

- The student's name and last known address;
- The day on which the student was temporarily withdrawn or expelled or, if the student was first temporarily withdrawn and later expelled, the days on which the student was temporarily withdrawn and expelled, and the length of the suspension; and
- A written statement of the reasons for the student's temporarily withdrawal or expulsion.

If the student is not reinstated at the College or enrolled at some other registered school within a reasonable time, the Secretary must (if the student is younger than 16):

- Arrange for the student to be enrolled at another registered school that the student can attend;
- Direct the board of a State School to enrol the student at the school; or
- Direct a parent of the student to have the student enrolled at a correspondence school.

#### *Temporary withdrawal*

As noted above, in each case where complete withdrawal is being considered, the student will be temporarily withdrawn from the College for the duration of the process and will not be entitled to be physically at the College.

The College anticipates that such temporary withdrawals will generally run for up to 10 calendar days. However, there may be cases where extenuating circumstances require a reasonable extension to be made to this time period. Where this occurs, the College will endeavour to keep the legal guardians/parents and student updated in relation to timeframes.

The College will endeavour to provide students with access to school work during periods of temporary withdrawal. In particular, if the temporary withdrawal is to be longer than two days, teachers will be asked to provide materials to the student to continue to study.

#### *Voluntary withdrawal*

A student's legal guardians/parents may decide to voluntarily withdraw the student from the College before a disciplinary decision is issued. The College respects their right to make this decision and would mark the student's record, and communicate this to another school and/or Ministry (if inquiries were made) as a voluntary withdrawal.

Where this occurs, the College reserves the right to retain investigation materials on record and to be able to reference the behaviour leading up to the withdrawal if another school seeks background details of the student's record.

In these special circumstances the College waives the obligation (under the Admission Agreement) to give notice of one full term and will not charge the additional fees provided for under the Admission Agreement for insufficient notice.

#### **Record keeping**

Minutes will be taken during any disciplinary meeting and held in the school records.

In addition, all forms of discipline will be recorded on the student's record moving forward. Those records will be available for analysis and data collection and will be able to be accessed through the parent portal under a student's individual school record.

Under the Privacy Act 1993, the student has rights and obligations and in particular rights of access to, and correction of, personal information (except insofar as it relates to any exemption provided by the Act).

Process to be followed where complete withdrawal is being considered.

