

King's College

Accommodation (Outside of boarding) Agreement

For International Students



Terms and Conditions

- 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 this Agreement.
 - Accommodation Requirements** means the rules and requirements of the Accommodation as set out in Schedule One.
 - Admission Agreement** means the agreement between the College, a Student and Parents/Legal Guardians that governs the Student's continued place at College.
 - Agreement** means this Accommodation Agreement between the Student, College and Parents/Legal Guardians, which governs the Student's accommodation arrangements.
 - Application Form** means the College's standard enrolment form.
 - Code** means the Education (Pastoral Care of International Students) Code of Practice 2016 as updated from time to time and available on line at www.nzqa.govt.nz under Education (Pastoral Care of International Students) Code of Practice 2016.
 - College** means King's College as referred to in the Admission Agreement and as operated through its Board of Governors.
 - Course** means the period the student is enrolled.
 - Homestay** has the meaning as set out in the Code.
 - Guardian** means the caregiver of a full-time boarding Student when the Student is away from the College.
 - Parents/Legal Guardians** means the responsible adults who signed the Admission Agreement.
 - Residential Caregiver** means the person responsible for the Student at the Accommodation and shall include Designated Caregiver arrangements too.
 - Residential Caregiver Agreement** means an agreement between the College and the Residential Caregiver (where that Residential Caregiver is not the College itself providing boarding accommodation. Those arrangements are governed by the Admission Agreement).
 - Student** means the International Student residing at the Accommodation as referred to in the Admission Agreement.
 - Tuition** means the education of the Student at the College.
- The College is a signatory to and complies with the Code. Every International Student is required to reside at an Accommodation approved by the College using the process set out in the Code.
- The Parents/Legal Guardians and Student agree to adhere to the following terms and conditions of the Accommodation:
 - The College agrees that all information regarding the Residential Caregiver, the Parents/Legal Guardians and the Student relating to the Accommodation will be kept confidential, except disclosure:
 - To the Student, the Parents/Legal Guardians or Residential Caregiver (as the case may be);
 - To any professional consultant or such person where it is in the interests of the Student to provide the information;
 - Pursuant to any statutory or other legal duty.
 - The Parents/Legal Guardians confirm that they have read and understood the College's refund policy.
 - If the Parents/Legal Guardians provide misleading information or fail to disclose information about the Student the College may (in its sole discretion):
 - Charge the Parents/Legal Guardians such fees as required to adequately compensate for additional requirements due to lack of disclosure, or
 - Terminate this Agreement.
 - The Parents/Legal Guardians agree that if behaviours or conditions of the Student emerge after placement with a Residential Caregiver such that the Residential Caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student the College may terminate this Agreement.

4. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
 - (a) the Residential Caregiver and the College entering into a Residential Caregiver Agreement (or where applicable, Designated Caregiver Agreement); and
 - (b) the College's usual requirements and policies in relation to the Accommodation.
5. The College will ensure that to the best of its ability:
 - (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
 - (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
 - (c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the College;
 - (d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and to comply with the College's International Student Rules and will immediately report any possible legal breach to the College; and
 - (e) The Student only engages in lawful, responsible and positive recreational activities outside of College.
6. The College may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular check-ins with both the Student and the Residential Caregiver.

Expectations

7. The Student will comply at all times with the Accommodation Requirements, Policies and the Parents/Legal Guardians shall work with the College to ensure such compliance.

Fees

8. The Parents must pay all Accommodation fees to the College in accordance with the College's fee schedule.

Termination

9. The College reserves the right to summarily terminate this Agreement if the Student is in breach of the Accommodation Requirements.
10. Where this Agreement is terminated, fees may be refunded in accordance with College Policies.
11. In the event that the Student is removed from a Residential Caregiver for any reason, the College will take all reasonable steps to source, over a reasonable period of time (as determined by the College in its absolute discretion), appropriate alternative approved accommodation for the Student.

Disputes and Grievances

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

Schedule One

— Accommodation Requirements

While living in College approved Residential Caregiver accommodation (Homestay, Guardian or College Boarding House) the Student agrees:

1. To comply with all the laws of New Zealand including those relating to the consumption of alcohol, tobacco, vaping and illegal substances and to comply with the College's policies for conduct (including College rules around internet usage, bullying and harassment).
2. To not engage in any social or leisure activities that may place them in undue danger or risk of harm and to abide by the health and safety rules of the College and Residential Caregiver.
3. To comply with all Homestay, Guardian and Boarding House rules, expectations and curfews set by the College and the Residential Caregiver.
4. To keep the Residential Caregiver informed of their whereabouts at all times.
5. To respect the privacy, values and property of the Residential Caregiver.