

THESE TERMS AND CONDITIONS FORM AND GOVERN THE STUDENT'S TUITION AT WESTLAKE GIRLS HIGH SCHOOL. BY SIGNING THE DECLARATION, THE STUDENT, WESTLAKE GIRLS HIGH SCHOOL AND THE PARENTS OR LEGAL GUARDIAN AGREE TO THOSE TERMS AND CONDITIONS. PLEASE ENSURE YOU READ THE TERMS AND CONDITIONS CAREFULLY.

Terms and Conditions:

Definitions

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

Accommodation means the residential accommodation provided to the Student.

Accommodation Agreement means the agreement between the Student, Westlake Girls High 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 Westlake Girls High School as per the Fee Schedule.

Fee Schedule means the schedule of fees for Tuition, Accommodation and other charges, which is available from Westlake Girls High 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 Westlake Girls High School expelling or excluding the Student.

Tuition means the education of the Student at Westlake Girls High 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 Westlake Girls High School terminates the Agreement according to clause 28 or 30 of the Agreement.

Preliminary Provisions

2. **The Agreement** is declared to be a contract of enrolment in terms of section 2 of the Act.
3. **Westlake Girls High School** shall provide Tuition to the Student in line with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.

Terms of Agreement

4. Unless otherwise agreed in writing between the parties, Westlake Girls High School's responsibility for the Student starts 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 and that Westlake Girls High School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. 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 Westlake Girls High School during a Period of Enrolment. The Agreement may be renewed on application to Westlake Girls High School in writing. Renewal of this Agreement is at the sole and absolute discretion of Westlake Girls High School and is subject to satisfactory performance and attendance by the Student, Westlake Girls High 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 Westlake Girls High School to the Student for the renewed term.
6. Westlake Girls High 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 Westlake Girls High School's responsibility for the Student shall end upon the Student's departure and resume upon the Student returning to New Zealand.
7. This Agreement is considered to be written agreement from the Parent that Westlake Girls High School is not responsible for the Student's day-to-day care where the student is in the custody of a Residential Caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purpose of supervising them during the Period of Enrolment.
8. Westlake Girls High 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 as part of a transfer-of-care arrangement during enrolment made in accordance with the Code.

9. During the Period of Enrolment the Student must keep Westlake Girls High School reasonably informed of their whereabouts including if the Student intends to leave New Zealand during the Period of Enrolment.

Accommodation

10. The Parents and Student agree that no changes to accommodation arrangements will be made without the prior written agreement of Westlake Girls High School.
11. The Parents and the Student agree that this Agreement is subject to and conditional on Westlake Girls High 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.
12. The Parents authorise the principal of Westlake Girls High School to inform the Residential Caregiver (whether or not arranged through Westlake Girls High 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 place of the Parents.

Immigration and Insurance

13. The Parents and Student agree to comply with the visa requirements as set out in the Immigration Act 2009, and any visa conditions applicable to the Student's stay in New Zealand. The Parents and Student understand that Westlake Girls High School has an obligation to report any breaches of the visa requirements to the appropriate immigration authority.
14. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
15. 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 Westlake Girls High School, the Parents will provide Westlake Girls High School with evidence of the relevant insurance policy. If appropriate evidence is not provided, Westlake Girls High School may organise insurance it considers appropriate and pass on this cost to the Student or Parents.
16. The Parents agree they have read the policy details for the Student's travel insurance policy and any other relevant information provided by the insurer from time to time and:
 - (a) accepts all exclusions that apply to the insurance policy and
 - (b) agrees that where Westlake Girls High School arranges insurance on behalf of the Parents, the Parents have disclosed all medical conditions to Westlake Girls High School that may affect insurance cover.
17. The Parents agree to cover any costs for the Student that are excluded by the Student's travel insurance policy and are not otherwise covered by publicly funded medical services in New Zealand. For the avoidance of doubt, the Parents agree that Westlake Girls High School is not responsible for any costs incurred on behalf of the Student that are excluded by the Student's travel insurance policy or not covered by publicly funded medical services in New Zealand.

Fees

18. The Fee must be paid to Westlake Girls High School in advance of each Period of Enrolment or as otherwise directed by Westlake Girls High School. The Parents and the Student agree to comply with School policies regarding the payment of the Fee.

19. If Tuition is terminated by Westlake Girls High School during a Period of Enrolment, any refund of the Fee applicable to that Period of Enrolment will be assessed according to the refund policy which is annexed to this Agreement as Schedule Three, as updated by Westlake Girls High School from time to time.

Information, Warranties and Acknowledgements

20. The Parents agree to provide Westlake Girls High School with educational, medical, financial, or other information relating to the wellbeing of the Student as may be requested from time to time by Westlake Girls High School. If the Parents provide misleading information or fail to disclose information about the Student to Westlake Girls High School, such that Westlake Girls High School has to change or modify the level of Tuition or Accommodation required by the Student, Westlake Girls High School may charge the Parents such fees as required to adequately compensate for such extra requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents must notify Westlake Girls High School of any changing conditions in relation to the Student.
21. The Student and the Parents confirm that:
 - (a) The Student does not suffer from any medical condition or behavioural condition (including mental health conditions and allergies) that may negatively impact on the health, safety or education of the Student or any other student at Westlake Girls High School, except as disclosed on the Application Form;
 - (b) The Student does not have any medical or other special needs that require extra support, except as disclosed in the Application Form;
 - (c) The Student has never been charged with or convicted of any crime, or the subject of other proceedings before any court, except as disclosed in writing on the Application Form;
 - (d) All information in the Application Form is true and correct to the best of their knowledge and belief.
22. The Parents and Student acknowledge that:
 - (a) Westlake Girls High School may obtain at any time from any person or organisation any information it requires to process and/or accept the Student for admission to Westlake Girls High 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 Westlake Girls High School any personal information that person holds concerning the Student and/or Parents.
 - (b) If the Student and/or Parents fail to provide any information requested in relation to the Student's admission to Westlake Girls High School, Westlake Girls High School may be unable to process the Student's application.
 - (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, then this Agreement will be at an end.

- (d) Personal information of the Student and/or Parents collected or held by Westlake Girls High School is provided and may be held, used and disclosed to enable Westlake Girls High School to process the Student's eligibility to receive Tuition at Westlake Girls High School and Accommodation.
- (e) The Parents agree that where the Student lives in a School approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by Westlake Girls High 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 Westlake Girls High 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 considered to be a breach of this Agreement.
- (f) All personal information provided to Westlake Girls High School is collected and will be held by Westlake Girls High School.
- (g) The Student and Parents have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by Westlake Girls High School concerning them.
- (h) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant people outside Westlake Girls High School, at the discretion of Westlake Girls High School.
- (j) Photographs and videos of the Student may be used for the Student's records and in any publicity material for Westlake Girls High School, including social media posts by school staff, unless otherwise agreed in writing by the parties.

Consent

- 23. The Parents and the Student, who have signed this Agreement appoint and authorise the principal of Westlake Girls High School (or such other person as may be appointed by Westlake Girls High 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, financial, educational or welfare information;
 - (b) Provide agreements on the Student's behalf in the event of a medical emergency where it is not reasonably possible to contact the Parents.
- 24. Westlake Girls High School shall seek specific written agreement of the Parents before the Student, being a student of any age, participates in any activity either organised by Westlake Girls High School or by another party which is considered to be an adventure activity or extreme sport or an activity that is organised by Westlake Girls High School and requires the Student to stay away from their regular accommodation overnight.
- 25. Except in the circumstances described in clause 24, this agreement is considered to be written agreement of the Parents for any activity organised and/or supervised by Westlake Girls High School, including trips and physical activities, regardless of whether agreement is sought from domestic students in relation to the same activity.
- 26. Unless otherwise agreed in writing by the parties, this Agreement is considered to be written agreement for leisure travel or stays organised and supervised by the Student's Residential Caregiver 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

- 27. The Student will comply at all times with school policies, the Code and the Act, and the Parents shall work with Westlake Girls High School to ensure such compliance. This includes compliance with Westlake Girls High School Code of Conduct in Schedule One, including any amendments made by Westlake Girls High School during the Period of Enrolment.
- 28. In the event of any breach of this agreement by the Student or the Parents, Westlake Girls High School may take any disciplinary step it considers appropriate, including terminating this Agreement, and/ or suspending, excluding or expelling the Student and (if applicable) notifying Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.
- 29. The following actions shall be considered to be breaches of this Agreement which may warrant disciplinary action:
 - (a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of Westlake Girls High School during the Period of Enrolment;
 - (b) Any breach of Westlake Girls High School Code of Conduct by the Student;
 - (c) Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;
 - (d) Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;
 - (e) Any act by the Student during the Period of Enrolment that threatens the education of any other Student;
 - (f) Any breach of clauses 14 or 15 of this Agreement or of the warranties contained in clause 21 of this Agreement;
 - (g) Failure to make payments invoiced according to the Fee Schedule; and
 - (h) Any other breach of this Agreement
- 30. Where appropriate, Westlake Girls High 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 as stated in clause 28 of this Agreement, but nothing in this Agreement shall limit the power of Westlake Girls High School to immediately terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if Westlake Girls High School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.
- 31. 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.

General Matters

32. This Agreement shall be construed and take effect according to 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:
- (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.
33. 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 considered to have been received ten (10) days after posting.
34. Notices may also be given by sending an email to the email addresses specified in the Application Form and will be considered to have been received twelve (12) hours after it has been sent.
35. This Agreement contains the entire understanding between the parties. The terms of the Agreement may only be changed by Westlake Girls High 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 Westlake Girls High School.
36. Westlake Girls High School shall at all times comply with the Health and Safety at Work Act 2015.
37. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
38. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
39. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.
40. The parties agree that any dispute in relation to this Agreement will be resolved in line with the Code and Westlake Girls High School Policies.

PARENTS/LEGAL GUARDIANS AND STUDENTS' DECLARATION AND AUTHORISATION

We declare that the information contained in this application is true and complete. We understand that any false or incomplete information submitted in support of this application may invalidate this application and may result in the withdrawal of an Offer of Place. We agree that we have received sufficient information to make an informed decision about enrolment at Westlake Girls High School.

Key Terms: This Contract of Enrolment includes provisions:

- (i) that allow Westlake Girls High School to discipline the Student, including by expulsion
- (ii) that control and limit the Student's rights of refund when Enrolment ends early
- (iii) that require the Parents to make full disclosure of all relevant information and
- (iv) that provide consent for Westlake Girls High School to permit certain activities without further agreement from the Parents.

This is an important legal document, please read all clauses carefully.

Code of Conduct (Schedule One)

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

Classroom responsibilities

- Students must attend all classes including form time and arrive punctually to every class.
- Students need to have all the books/equipment needed for their class ready at the beginning of each lesson.
- If absent, students must bring absence notes, written and signed by their current caregiver to their Form Teacher on their first day back at school after illness. Emails can be sent from their caregiver to international@westlakegirls.school.nz.
- Eating in class is not allowed. Students are not allowed to order Uber Eats to be delivered during the school day.
- All personal possessions must be named and brought to school at the owners' risk. The school accepts no responsibility for loss or damage.
- Cell phones are to be turned off and not seen during class unless permitted by the teacher for a specific purpose.
- International students may be given permission to use their phone as a translator but must ask the teacher first. If students use their devices at the wrong time they may be confiscated and will need to be collected from the International Department after school.

At School

- Students cannot leave the school grounds during the day without permission.
- Correct sign out procedures apply when students have appointments during the school day.
- If students are ill, they should see the nurse or a member of the International Team. They may not leave the school grounds without permission.
- Students cannot bring any of the following items to school: chewing gum, cigarettes, matches, lighters, firecrackers of any type, alcohol, illegal drugs, synthetic drugs, knives, weapons of any kind, laser light equipment of any kind.

The school may keep a student on detention until 4.15pm. The student should inform their host family/caregiver that they will be late.

Travel

- Students must follow the travel procedure displayed in the International Office area and on the school website.
- Students are not allowed to travel alone or with friends at any time during their period of study unless flying directly to their home country at the end of a term or period of study.
- Travel will only be approved if special conditions are met and signed permission is obtained from the international office. If this procedure is not followed then the trip may not be allowed to go ahead and any monies lost will be the responsibility of the student.

Accommodation

- International students must obtain permission from the International Department to be away from their homestay at any time.
- Students are not permitted to live alone or in a flatting situation with any other students, regardless of their age.
- 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. It is the students responsibility to ensure their phone is working and charged at all times. This is definitely not an excuse for being uncontactable.

Driving / Transport

- International Students are NOT allowed to drive or own a motorvehicle whilst in New Zealand.
- If a student wishes to sit their learners and restricted driver's license in New Zealand they must see the international department for permission first - this will only be approved when a reputable driving school is used.
- If this license is obtained they are still not permitted to drive a motor vehicle whilst holding a Westlake Girls High School Visa.
- Students need to obey the road crossing rules and observe safe traffic behaviour at all times.

Respect for Property

- Students must respect the classroom, furniture, equipment, environment and other people's property.
- Report any loss or damage immediately to the office or a member of the International Team.

Conduct Policy

- This conduct policy applies to all international students at all times, including after school and weekends.
- The disciplinary procedures outlined in the education Act 1989 shall be applicable for all serious misconduct that is alleged to have occurred both inside and outside of the school. The designated caregiver, Homestay caregiver or Director of International Students (or their representative) shall act as the parent in the disciplinary process.
- Conduct rules apply from the time students leaves home in the morning until they return home after school.

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

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

- All New Zealand laws and North Shore City by-laws are automatically school regulations.
- Acceptance of the school rules and discipline including the contents of the International Student Handbook as a condition of enrolment.
- Students are expected to show consideration and respect for others.
- Students are forbidden to have in their possession tobacco, alcohol, unauthorised drugs, offensive and dangerous weapons, matches or lighters.

The school is proud of its uniform and expects it to be worn correctly at all times. When students are in school uniform, school rules apply.

Uniform guidelines can be found on our website:
www.westlakegirls.school.nz/school-uniform-webshop



Disciplinary Policy (Schedule Two)

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

Overview

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

General Policy

8. When Westlake Girls High School is conducting a disciplinary process involving the Student it will aim 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 (keeping in mind the seriousness of the Allegation or the Proposed Action) before giving a response;
 - d. an opportunity to contact their Parent before giving a response, unless the delay caused by contacting that person is unreasonable keeping in mind 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 have an independent support person of their choice present at any meeting relating to the disciplinary process;
 - (f) an opportunity to meet with that support person in private at any stage during the disciplinary process;
 - (g) an opportunity to have a translator present (or otherwise enable the student to participate in the process in their own language) during any meeting or process if Westlake Girls High School or the Student considers that a language barrier means that a translator is required; and
 - (h) a copy of this policy setting out the rights which the Student has when engaging in the disciplinary process.

Disciplinary Procedure

Stage One: Incident Investigation

9. When Westlake Girls High School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise require a disciplinary response, Westlake Girls High School will notify the Student of the Allegation and will provide the Student with an opportunity to give a response.

10. Where appropriate, keeping in mind 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. Westlake Girls High School will receive this response and give it genuine consideration before making a decision about the Allegation.
11. When Westlake Girls High School makes a decision about the Allegation it will inform the Student and parent, in writing if possible, about its conclusion as to what happened and whether it amounts to a breach of the Agreement.

Stage Two: Outcome Discussion

12. If Westlake Girls High School determines that a breach of the Agreement has occurred, it will inform the Student and parent of the possible disciplinary actions that it will consider taking in response to the breach and will provide the Student and parents with an opportunity to give a response.
13. Where appropriate, keeping in mind 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. Westlake Girls High School will receive this response and give it genuine consideration before deciding the disciplinary action to be taken.
14. When Westlake Girls High School decides the disciplinary action that it will take in response to the breach, it will inform 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 informed of the decision.

Refund Policy (Schedule Three)

Request for a refund of international student fees

1. Westlake Girls High School will consider all requests for a refund of international student fees. Requests should be made in writing to Westlake Girls High School as soon as possible after the circumstances leading to a request.
2. A request for a refund should provide the following information to Westlake Girls High 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, including address of bank and swift code where relevant
 - g) Any relevant supporting documentation such as receipts or invoice.

Non-refundable fees

3. Westlake Girls High School is unable to refund some fees. The following fees relate to expenses that Westlake Girls High 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 or not a student remains enrolled after an application is accepted.
 - b) **Insurance:** Once insurance is purchased, Westlake Girls High School can apply for a refund of insurance premiums paid on behalf of the Student. Students and families may also apply directly to an insurance company for a refund of premiums paid. A full refund is at the discretion of the insurance company unless a prior claim has been made.
 - c) **Homestay Placement Fee:** Homestay placement fees meet the cost of processing a request for homestay accommodation. Costs incurred for arranging homestay accommodation for the Student before 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:** Westlake Girls High School may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by Westlake Girls High School and may vary.
 - f) **Second Half of Course:** There will be no refund for any course when the second half has commenced.
 - g) **Outstanding Activity Fees:** Any activity or other fees incurred by a student during enrolment and owed to Westlake Girls High School at the time of withdrawal, will be deducted from any eligible refund.

Request for a refund for failure to obtain a study visa

4. If an International Student fails to obtain an appropriate study visa, a full refund of international student tuition fees will be provided upon sighting of an office letter from immigration stating that the visa has been declined less any Administration Fee that has been paid.

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

5.
 - a) If the Student voluntarily withdraws more than three weeks before 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.
 - b) If the Student voluntarily withdraws three weeks or less before the start date of their enrolment, a refund of international student fees will be provided less a minimum of ten weeks tuition fees and any relevant non-refundable fees set out in this policy.

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

6. If an international student decides to return to their home country for any reason other than the student's serious illness or the serious illness or death of a close family member, the school will consider but not guarantee a request for refund less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy. Reasonable written notice of withdrawal is required by Westlake Girls High School.

Requests for a refund for enrolment of one term or less

7. Where the Student is enrolled for one term or less and withdraws early, or where Westlake Girls High School terminates the Student's enrolment, any unused portion of international student fees will not be refunded.

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

8. If Westlake Girls High 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, Westlake Girls High 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 Westlake Girls High School.

Requests for a refund where the Student's enrolment is ended by Westlake Girls High School

9. In the event the Student's enrolment is ended by Westlake Girls High School for a breach of the Contract of Enrolment, Westlake Girls High School will not offer a refund of any tuition fees or costs related to placing the student in a homestay.

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

9. In the event the Student's enrolment is ended by Westlake Girls High School for a breach of the Contract of Enrolment, Westlake Girls High School will consider a request for a refund less:
 - a) Any non-refundable fees set out in this policy
 - b) A minimum of ten weeks tuition fees from the date of termination
 - c) Any other reasonable costs that Westlake Girls High School has incurred in ending the student's enrolment

Requests for a refund where the Student changes to a domestic student during the period of enrolment

10. If the Student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by Westlake Girls High School. Unless otherwise agreed by Westlake Girls High School, a refund will be provided less a minimum of ten weeks tuition fees and any other relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after Westlake Girls High School receives written evidence of the student's domestic student status.

Requests for a refund where a student voluntarily requests to transfer to another signatory

11. 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 Westlake Girls High School. Unless otherwise agreed by Westlake Girls High School, a refund will be provided less a minimum of ten weeks tuition fees and any other relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after Westlake Girls High School receives written notice of the student's intended withdrawal.

In cases of global crisis or natural disaster:-

- a) If a new International student is prevented from arriving, a full refund minus administration fees will be provided;
- b) If an existing International student residing in New Zealand decides to return to her home country at that stage, the normal refund policy remains valid;
- c) If an existing student is prevented from returning to New Zealand, a distant learning option must be made available and communicated with the student, parent and /or agent.
- d) Where educational provision can be effectively provided, the normal refund policy remains valid.

Request for a refund of homestay fees

12. If for any reason, the Student withdraws after the start of their stay in a school homestay, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
13. 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

14. Except by written request from the Student or their parent, prepaid fees unused at the end of enrolment amounting to less than NZD\$ 200 will be refunded in cash. Sums of NZD\$ 200 or greater will be refunded into a nominated bank account.

Outstanding activity fees or other fees owed to Westlake Girls High School

15. Any activity or other fees incurred by the Student during enrolment and owed to Westlake Girls High School at the time of withdrawal, will be deducted from any eligible refund.

Refunds to be made to the country of receipt

16. 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.

Rights of families after a decision regarding a refund has been made by Westlake Girls High School

17. A decision by Westlake Girls High School relating to a request for a refund of international student fees will be provided to the Student or their parent 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
18. In the event the Student or their parent is dissatisfied with a refund decision made by Westlake Girls High School or are dissatisfied with the process Westlake Girls High School followed when making the refund decision, they have the right to have the refund decision reviewed by the International Student Disputes Resolution Scheme or to make a complaint to the Code Administrator.