ORMISTON SENIOR COLLEGE

THE TERMS AND CONDITIONS ATTACHED TO THIS APPLICATION, FORM AND GOVERN THE STUDENT'S TUITION AT THE SCHOOL. BY SIGNING BELOW, THE STUDENT, THE SCHOOL AND THE PARENTS OR LEGAL GUARDIAN AGREE TO THOSE TERMS AND CONDITIONS. PLEASE ENSURE 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, the School, the Parents, which governs the Student's accommodation arrangements.

Act means the Education Act 1989.

Agreement means this Agreement including any schedules.

Application Form means the standard enrolment form which forms the cover page of this Agreement.

Code means the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

Designated Caregiver has the meaning as set out in the Code.

Disciplinary Action includes termination of this Agreement and suspension, expulsion and exclusion of the Student as those terms are defined in the Act.

Fee means fees payable by the Parents to the School as per the Fee Schedule.

Fee Schedule means the schedule of fees for Tuition, Accommodation and other charges, which is available from the School on request and may be updated from time to time.

Homestay has the meaning as set out in the Code.

Legal Guardian means the person or persons who is legally the guardian of the Student in their home country and has the legal right to make decisions about their care, education and well-being. It can include parents, where they have the right to make decisions for the Student.

Offer of Place means a Confirmed Offer of Place and does not include any provisional offer.

Parent means the Student's biological or legally adoptive parent. Except where the context requires otherwise, references to Parents in this agreement includes Legal Guardians and also includes a single Parent who has the sole right of guardianship in relation to the child.

Residential Caregiver has the meaning as set out in the Code.

School means the School referred to in the annexed Application Form.

Student means the Student referred to in the annexed Application Form.

Termination means termination of the Agreement and includes termination by the School expelling or excluding the Student.

Tuition means the education of the Student at the School.

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Period of Enrolment means any period for which Fees are paid and for the purpose of this Agreement the enrolment of the Student begins on the course start date stated in the Student's Offer of Place and ends on the course end date stated in the Student's Offer of Place, or on such earlier date as the parties agree or the School terminates the Agreement 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. The 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, the 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 the 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 the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student for the renewed term.

6. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School organised trip the School's responsibility for the Student shall 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 the 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. The School is not responsible for the Student's day-to-day care where the Student is in the custody of a person approved by the Parent 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 the 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 the School.

11. The Parents and the Student agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.

12. The Parents authorise the principal of the School to inform the Residential Caregiver (whether or not arranged through the School) of all matters and information required to be provided to the Parents and agree to appoint the Residential Caregiver in New Zealand to receive such information in place of the Parents.

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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 the 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 in not arranged by the School, the Parents will provide the School with evidence of the relevant insurance policy. If appropriate evidence is not provided, the School may organise insurance it considers appropriate and pass on this cost to the Student or Parents.

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 the School arranges insurance on behalf of the Parents, the Parents have disclosed all medical conditions to the 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 the 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 the School in advance of each Period of Enrolment or as otherwise directed by the School. The Parents and the Student agree to comply with School policies regarding the payment of the Fee.

19. If Tuition is terminated by the 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 the School from time to time.

Information, Warranties and Acknowledgements

20. The Parents agree to provide the School with educational, medical, financial, or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents provide misleading information or fail to disclose information about the Student to the School, such that the School has to change or modify the level of Tuition or Accommodation required by the Student, the School may charge the Parents such fees as required to adequately compensate for such extra requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents must notify the 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 the 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:

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(a) The 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 the School or to perform or complete any of the other purposes under this Agreement. The Parents and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.

(b) If the Student and/or Parents fail to provide any information requested in relation the Students admission to the School, the School may be unable to process the Student's application.

(c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, then this Agreement will be at an end.

(d) Personal information of the Student and/or Parents collected or held by the School is provided and may be held, used and disclosed to enable the School to process the Student's eligibility to receive Tuition at the School and Accommodation.

(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 the School and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to a Designated Caregiver Agreement being entered into by the School, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Agreement or of the Designated Caregiver Agreement will be considered to be a breach of this Agreement.

(f) All personal information provided to the School is collected and will be held by the 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 the 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 the School, at the discretion of the School.

(j) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the 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 the School (or such other person as may be appointed by the School to carry out the principal's duties) to:

    (a) Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, 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. The 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 the School or by another party which is considered to be an adventure activity or extreme sport or an activity that is organised by the 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 the 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.

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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 the School to ensure such compliance. This includes compliance with the School Code of Conduct in Schedule One, including any amendments made by the School during the Period of Enrolment.

28. In the event of any breach of this agreement by the Student or the Parents, the School may take any disciplinary step it considers appropriate, including terminating this Agreement, and/or suspending, excluding or expelling the Student and (if applicable) 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 the School during the Period of Enrolment;

    (b) Any breach of the 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, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers as stated in clause 28 of this Agreement, but nothing in this Agreement shall limit the power of the School to immediately terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.

General Matters

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.

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.

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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 the in consultation with the Student, and Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.

36. The 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 the School Policies.

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Code of Conduct
(Schedule One)

At Ormiston Senior College we set high expectations for all our Students. We use a framework of qualities that we want our Students to develop whilst at the college. These qualities or dispositions encourage Students to take responsibility for themselves and their actions and will set Students up to be productive citizens of their communities and the world.

Waka	I am a responsible and important part of the community. I work together with others to achieve our goals. The Waka requires a team effort from everyone on board, paddling in unison results in greater collective success and efficiency.	**Contribute**
Harakeke	I respect everyone's ideas and feel comfortable sharing my opinion. Supporting the learning of others deepens my own understanding. The Harakeke is made strong by the relationships both within and between the leaves, combined together the leaves are strong as rope.	**Support**
Papatuanuku	I value and care for our environment; cultural, social and physical. Papatuanuku, gives life to all things, she is the foundation for culture and the idea that we are all connected through our environment.	**Value**
Kea	I am curious and seek to find answers using investigation and questioning. The Kea shows critical curiosity and explores the environment making tools and experimenting to problem solve.	**Inquire**
Pukeko	I am creative and innovative. I try to look at things in different ways, having fun and being bold in my choices. The Pukeko is comfortable with risk and is creative in taking opportunities that allow it to thrive in most environments.	**Create**
Pungawerewere	I use my prior learning to help with new learning and I look to make further connections with the wider world. The Pungawerewere makes meaning using its web, it can apply its web to multiple purposes including catching food, concealment, making nets, protecting young, even flying.	**Utilise**
Kahikatea	I strive to always achieve my best. No matter how tough things get I am able to persevere. The Kahikatea is a mighty tree that is resilient and grows tall out of the harshest of environments.	**Strive**
Mokoroa	I approach all experiences with an open mind. I continue to grow through observation and reflection. The Mokoroa goes through a great period of changing and learning as it grows from egg, to caterpillar, to chrysalis and finally to moth.	**Grow**

Specifics

Uniform

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Ormiston Senior College has a smart yet comfortable uniform which must be worn correctly at School every day. This uniform must also be worn in the street to and from School.

Attendance

Regular attendance to School and to every class is compulsory at Ormiston Senior College. There is a café on site which serves food throughout the day and Students are not permitted to leave the School during the day. There are exceptions for Year 13 Students if they have a study period at the start or end of the day.

If a Student is unwell the caregiver should contact the School and inform them of the Student's absence.

We expect punctuality to all classes. Classes start promptly at 8:50am and Students are expected to be at School at least 10 minutes before this in order to be in class on time and ready to learn.

Device Use

Students are encouraged to bring their own laptops to School as these are used every day for learning purposes. We have strict guidelines pertaining to use of devices including phones. When Students enrol at the college they sign an agreement with the School agreeing to use technology in a safe and responsible way. Phones may be brought to School but are only to be used for learning purposes or for an emergency.

Ormiston Senior College accepts no responsibility for the loss of digital devices at School.

High Expectations

In all areas of School life, we have high expectations for our Students. This includes coming to School ready to learn, respectful behaviour in class, completion of learning tasks and meeting deadlines and checkpoints. We also encourage our international Students to get involved in activities and sports outside the classroom.

At Homestay or Caregivers

Ormiston Senior College expects international Students to respect their caregiver or homestay family's guidelines and have a positive and cooperative attitude in the home. Being respectful could include informing the family where you are going, who you are with and what time you will be home. It also means respecting and adhering to curfew times.

Homestay changes must be requested through the International Student Manager. Students must seek advice and support relating to any request to move to a new residential caregiver providing at least two weeks' notice.

You agree to notify the School of any changes to your residential caregiver(s) contact details including change of address, contact numbers or if there are changes to people residing in the home.

Travel

Students planning an overnight trip with or without their residential caregiver either within New Zealand or overseas require prior written approval from School.

Driving

Students are not allowed to drive or own a motor vehicle while enrolled at our School.

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Cycling

For safety reasons all Students intending to ride a push bicycle to and from School or around and about in the community must wear appropriate safety clothing including an approved safety cycle helmet. International Students must understand and comply with New Zealand road code and cycling rules.

Smoking, Illegal Drugs & Alcohol

Smoking tobacco, illegal drug use and alcohol consumption at School, at home or while in School uniform is not permitted and may result in termination of your enrolment.

New Zealand Laws

Our international Students must comply with all NZ laws, in particular with regard to, alcohol purchase and consumption, tobacco use, illegal drug use and possession of dangerous weapons.

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Disciplinary Policy
(Schedule Two)

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

Overview

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, the School will try, where appropriate, to follow a two-stage disciplinary process.

3. In Stage One, the 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 the School has determined that a breach has occurred, the School will consider the appropriate response to that breach, up to and including termination of the Agreement.

5. The Student will have an opportunity to provide a response to the alleged breach that the School is investigating (**the Allegation**) and any proposed disciplinary action that the School is considering taking (**the Proposed Action**).

6. This policy does not limit the School's power to take appropriate disciplinary action urgently and without following this process if this is necessary having regard to the seriousness of the breach.

7. This policy also does not limit the School's power to suspend the Student for the duration of the disciplinary process where suspension is considered necessary for the safety or education of any person.

General Policy

8. When the 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;

(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 the 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.

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Disciplinary Procedure

Stage One: Incident Investigation

9. When the School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise require a disciplinary response, the 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. The School will receive this response and give it genuine consideration before making a decision about the Allegation.
11. When the 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 the 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. The School will receive this response and give it genuine consideration before deciding the disciplinary action to be taken.

14. When the 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.

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Refund Policy
(Schedule Three)

Request For A Refund Of International Student Fees

1. The School will consider all requests for a refund of international Student fees. Requests should be made in writing to the School as soon as possible after the circumstances leading to a request.
2. A request for a refund should provide the following information to the School:
    - The name of the Student
    - The circumstances of the request
    - The amount of refund requested
    - The name of the person requesting the refund
    - The name of the person who paid the fees
    - The bank account details to receive any eligible refund, including address of bank and swift code where relevant
    - Any relevant supporting documentation such as receipts or invoice.

Non-Refundable Fees

3. The School is unable to refund some fees. The following fees relate to expenses that the School may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:
    a. **Administration Fee:** The administration fee meets the cost of processing an international Student application. The administration fee exists 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, the School is unable to refund insurance premiums paid on behalf of the Student. Students and families may apply directly to an insurance company for a refund of premiums paid.
    c. **Homestay Placement Fee:** Homestay placement fees meet the cost of processing a request for homestay accommodation. 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:** The School may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the School and may vary.

Request For A Refund For Failure To Obtain A Study Visa Or For Reasons Relating To Covid-19

4. a. If the Student fails to obtain an appropriate study visa, a refund of international Student tuition fees will be provided less any Administration Fee that has been paid.
    b. If the Student withdraws before the start of their enrolment, owing to medical or travel conditions arising from Covid 19, the School will provide a full refund of fees.

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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 the Student withdraws on or after the start date of their enrolment, reasonable written notice of withdrawal is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fees and any other relevant non-refundable fees as outlined in this policy. The minimum ten-week notice period will begin the day after the date on which the School receives written notice of the Student's intention to withdraw.

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 the School terminates the Student's enrolment, any unused portion of international Student fees will not be refunded.

Requests For A Refund Where The School Fails To Provide A Course, Ceases As A Signatory Or Ceases To Be A Provider

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

   a. Refund the unused portion of international Student tuition fees or other fees paid for services not delivered, or

   b. Transfer the amount of any eligible refund to another provider, or

   c. Make other arrangements agreed to by the Student or their family and the School.

Requests For A Refund Where The Student's Enrolment Is Ended By The School

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

   a. Any non-refundable fees set out in this policy

   b. A minimum of ten weeks tuition fees from the date of termination

   c. Any other reasonable costs that the 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 the School. Unless otherwise agreed by the 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 the school receives written evidence of the Student's domestic Student status.

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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 the School. Unless otherwise agreed by the 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 the School receives written notice of the Student's intended withdrawal.

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. By written request from the Student's parent, any refundable prepaid fees unused at the end of enrolment will be refunded into a nominated bank account.

Outstanding Activity Fees Or Other Fees Owed To The School

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

Refunds To Be Made To The Country Of Receipt

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 The School

17. A decision by the 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 the School or are dissatisfied with the process the 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.

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