



INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT

PART ONE: APPLICATION FORM

Note: It is important that you include all relevant information about the student in your application. This information is used to ensure that the student is supported properly upon arrival and to match them with suitable Homestays, teachers, and courses. Where information is included relating to health issues or learning needs, disclosure of this information will not automatically disqualify the Student from Enrolment. However, failure to disclose information or providing misleading information may result in the withdrawal of an Offer of Place or termination of a Contract of Enrolment.

SECTION 1

Student Details (Name must be as it appears on your passport)	
Family name:	
First name:	Date of birth:
Preferred name:	<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> _____
Email:	
Address: (In home country)	
First language:	Country of citizenship:
Passport number:	Expiry date:
Intended start date:	Intended end date:
Applying for year level: <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13	

Parent One or Legal Guardian: (Name must be as it appears on your passport)		
<i>NOTE: It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section MUST be the contact information for the parents or legal guardian.</i>		
Title: Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/>	Occupation:	
Family name:	Date of birth:	
First name(s):	Relationship to student:	
Street address:		
Postal address:		
Home phone:	Mobile:	Email:
First language:	Country of citizenship:	
Passport number:	Expiry date:	
Parent Two or Legal Guardian: (Name must be as it appears on your passport)		
<i>NOTE: It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section MUST be the contact information for the parents or legal guardian.</i>		
Title: Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/>	Occupation:	
Family name:	Date of birth:	
First name:	Relationship to student:	
Street address:		

Initialed by: _____(parent) _____(student)



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Postal address:			
Home phone:	Mobile:	Email:	
First language:	Country of citizenship:		
Passport number:	Expiry date:		

Emergency Contact (In home country, other than parents):	
Contact's name:	
Relationship to the student:	
Mobile phone:	
Home phone:	
Email address:	

Agent Information (If using an agent)	
Agency name:	
Agent name:	
Agent email address:	Phone:

Learning Information	
Current school:	Grade/year level:
If the student does not currently attend school, please give reasons and date of last attendance:	
Please describe your learning goals for studying in a New Zealand school (attach more pages if required).	
How many years of schooling not including pre-school education has the student had?	
During this time, has the student not attended school for 1 month or longer? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes', please give details (dates and reason):	
Please provide a copy of the latest two school reports for the student with this application	
Does the student have any learning or behavioural difficulties which may require extra school support or services? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes', please provide details including any psychologist assessments and reports that are available (attach more pages if required).	

General Details	
Has the student previously applied for entry to the school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, when?	
Has the student ever had a family member or relative enrolled at the school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name:	Year attended:
Has the student previously studied at any other NZ school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'Yes', please state the name of the school:	Dates:

Initialed by: _____(parent) _____(student)



For how many years has the student studied English?	[] Months	[] Years
Do the student's parents speak or read English?	Speak <input type="checkbox"/> Yes <input type="checkbox"/> No	Read <input type="checkbox"/> Yes <input type="checkbox"/> No
Has the student been convicted or been the subject of any matter before any Court?		
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes', please provide details (attach more pages if required).		
Please attach a hand-written letter from the student introducing themselves and explaining their reasons for wanting to study at this school.		

SECTION 2 HEALTH AND PERMISSION

This section must be completed by the Student's parent.

PART A - HEALTH

Student Family Name _____ Student First Name _____

IMMUNISATION

All students should have completed their Childhood Immunisation Programme before commencing study at a secondary school in New Zealand.

- A copy of the student's immunisation record must be included in the application.

Please tick the vaccinations the student has completed:

- MMR (Measles, Mumps, Rubella)
 Polio (oral vaccine)
 Tetanus – year last vaccinated _____
 Diphtheria/Pertussis - year last vaccinated _____
 Hepatitis B
 Covid - date of 1st dose ___/___/___ date of 2nd dose ___/___/___ Date of 3rd dose ___/___/___

Please tick the appropriate box if the student suffers from or has suffered from any of the following medical conditions:

- Asthma
 Back/Neck problems
 Glandular Fever
 Allergy to bee/wasp stings
 Migraines
 HIV or Aids
 Diabetes
 Hepatitis A, B or C
 Epilepsy
 Heart Condition
 Tuberculosis
 ADD or ADHD
 Allergies
 Food Allergies
 Eating Disorder
 Depression/Anxiety
 Autism Spectrum Disorder
 Asperger's Syndrome
 Covid-19
 Other: (Please describe _____)

Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?
Yes No If "Yes" please provide details (attach additional pages if required)

Does the student smoke? Yes No

MEDICATION

Is the Student on any medication? Yes No

If "Yes", it will be assumed the Student will be carrying all the appropriate medication and is competent in its administration.

Initialed by: _____(parent) _____(student)



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Please complete this section:

Name of Medication _____ Condition Medication is for _____

Time(s) to be administered _____ Amounts to be Administered _____

If more than one type of medication is taken please provide additional information on a separate document.

Medic Alert No: _____

Doctor's name in home country _____ Doctor's phone number _____

Doctor's email _____

Is a plan required for the administration of medication and are there any other health issues?

If Yes, please specify _____ Yes No

Does the Student suffer from any allergies, disability, eating disorders or medical conditions? If Yes, please explain

_____ Yes No

Does the Student have a physical or mental condition or special medical or learning needs that might affect classroom learning? (e.g. hearing loss, vision impairment, loss of motor skills, ADHD, dyslexia etc.)

If Yes, please explain _____ Yes No

Would the Student be limited, in any way, in taking part safely in any trips and/or activities organised by the school, International Education Manawatu and school approved organisations?

If Yes, please explain _____ Yes No

Is the Student allergic to penicillin? If Yes, please state details _____

Yes No

Do you agree to the school providing over-the-counter medication *such as acetaminophen, paracetamol, or ibuprofen?

Yes No

If 'No' please specify what medications you do NOT want the student to receive

Has the Student been in contact with a contagious or infectious disease in the last month?

If Yes, please specify _____ Yes No

Does the Student have any special dietary requirements (e.g. vegetarian, diabetic etc)

If Yes, please specify _____ Yes No

Does the student have any history of previous illness that may affect their enrolment, including mental illness?

If Yes, please provide details (attach additional pages if required) _____

Yes No

Is there other information the staff should know to ensure the physical/emotional safety of the Student?

If Yes, please state details _____ Yes No

Initialed by: _____ (parent) _____ (student)



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Is there anything further that the school needs to be aware of in enrolling and supporting the student as an international student? If Yes, please provide details (attach additional pages if required) _____

Yes No

PART B – PERMISSION

- I give permission for an authorised Queen Elizabeth College staff member to provide over-the-counter medication such as acetaminophen, paracetamol or ibuprofen to my son/daughter when needed.
- I give permission for my son/daughter to attend trips organised by the school, International Education Manawatu and school approved organisations.
- I agree that my son/daughter will abide by the school rules while on any trip, including rules regarding the use of cell phones, as established by the teacher/s in charge.
- I agree that my son/daughter will follow instructions given to them by the staff in charge. • I give consent for my son/daughter to undertake all trip activities.
- I agree that my son/daughter will have all necessary clothing and equipment required for any trips, including sun protection.
- I understand that the school does not accept responsibility for loss or damage to personal property.
- I give staff authority to arrange and administer, if necessary, any medical treatment. This includes giving authority for my son/daughter in staff care to receive any emergency treatment, including an anaesthetic or blood transfusion, that is considered necessary by medical authorities in the event of an incident.
- I give staff in charge authority to arrange any travel for the Student to their Homestay, at my expense, should it be required for reasons of ill health.
- I understand that there are risks associated with involvement in any organised trips and events and that these risks cannot be completely eliminated.
- I give permission for the College to take such action as it decides is necessary for the treatment of my son/daughter in an accident or emergency and agree to meet any costs incurred.

The above information in both Part A – Health and Part B - Permission of the Queen Elizabeth College, 'Health and Permission', is true and accurate and I agree to the conditions of trips organised by the school, International Education Manawatu, and school approved organisations.

Parent name _____ Parent signature _____ Date _____

Section 3

ACCOMMODATION

Accommodation Requirements	
NB: For the duration of the enrolment period, every International Student enrolled at Queen Elizabeth College is required to live with a Queen Elizabeth College approved and monitored Homestay family unless the Student is living with a parent or an approved 'Designated Caregiver'.	
Accommodation choice:	<input type="checkbox"/> Homestay <input type="checkbox"/> Designated caregiver (relative or family friend) <input type="checkbox"/> Live with parent
Interests:	<input type="checkbox"/> Music <input type="checkbox"/> Movies/TV <input type="checkbox"/> Reading <input type="checkbox"/> Outdoor Activities <input type="checkbox"/> Sports <input type="checkbox"/> Travel
Other interests:	
Does the student have any food allergies or special dietary requirements?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

Initialed by: _____(parent) _____(student)



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If 'Yes', please provide details (attach extra pages if required).

Does the student have any other special requirements for accommodation? (Pets, cultural or religious requirements, phobias)

Yes No
 If 'Yes', please provide details (attach more pages if required).

Please write a brief letter introducing yourself to your host family and attach it to this application

Designated Caregiver Details (If staying with a relative or close family friend)

Name of caregiver: _____

Address (in NZ): _____

Home phone: _____ Mobile: _____

Email: _____

Relationship to student: _____

Insurance Details

Do you wish to purchase insurance through the school? Yes No


If you are providing your own insurance, please provide an English copy of the policy details to the school once purchased.

If you wish to purchase your insurance through the school, please ensure the medical information section on this form is completed fully and accurately to ensure appropriate coverage for the student for any pre-existing conditions they may have.

Please note: Subject choices in this application are an indication only and actual subjects will depend upon availability and prior learning. The school reserves the right to decide subject placement and year level throughout enrolment in consultation with students and families.

Subject Choices			
Subject	Year Level	Subject	Year Level
1.		4.	
2.		5.	
3.		6.	

Checklist of documents and Information you must include with your application

Photograph of the student	Passport size photograph 
A copy of the student's last two school reports	
A hand-written letter from the student introducing themselves, and explaining their reasons for wanting to study at the school	
A copy of the student's passport including passport number and expiry date	

Initialed by: _____ (parent) _____ (student)



A copy of the student's insurance policy details, if booking their own, with English translation (this may be submitted after enrolment is confirmed but must be prior to departure from the home country)	
A copy of the student's vaccination certificate	

Section 4 PRIVACY OF INFORMATION AND APPROVAL

PRIVACY OF INFORMATION

Queen Elizabeth College follows the Information Privacy Principles in the Privacy Act 1993 relating to the collection, storage, use and disclosure of personal information.

I confirm I have been advised by Queen Elizabeth College that the information I provide will be used for:

- Student records
- Financial purposes for the College
- Communication with the Queen Elizabeth College Alumni Association and the Educational Trust
- NZ Qualifications Authority examination information
- Special Education Services

I accept that this information may later be used for statistical and/or research purposes and agree to its use for that purpose, provided the information is published in any way it will not identify the Student.

I understand that the information that I provide will be held at Queen Elizabeth College and that provided I give reasonable notice, I have the right to access this information.

I give permission to the College for use of the Student's images in publications, marketing and/or promotional material.

APPROVAL

- I have read and understood the terms set out in this enrolment application.
- I confirm that the details provided in this enrolment application and accompanying documentation are correct and complete.
- I acknowledge that the provision of false information or the withholding of relevant information may result in the termination of the enrolment.

Student name _____ Student signature _____ Date _____

Parent name _____ Parent signature _____ Date _____

Agent name _____ Agent signature _____ Date _____ (if using an agent)

Queen Elizabeth College Representative name _____

Queen Elizabeth College Representative signature _____

Date _____

Initialed by: _____(parent) _____(student)



PART TWO:

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:

1. Definitions

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, and the Parents, which governs the Student's accommodation arrangements.

Act means the Education and Training Act 2020.

Agreement means this Agreement including these terms and conditions and 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 or, in appropriate circumstances, education provided to the Student by the School through online, remote or distance learning.

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.

Welfare Issue means any situation where the School holds a concern about the Student's safety or wellbeing, or where the School considers it cannot meet its obligations under the Code and/or the Act with respect to the Student's health and safety for any reason.

Preliminary Provisions

2. The Agreement is declared to be a contract of enrolment in terms of section 10 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.

Initialed by: _____(parent) _____(student)



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 irrevocably 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.

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 is 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.

Initialled by: _____(parent) _____(student)



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, and is not 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) 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 Student's 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 2020 to obtain access to and request corrections of any personal information held by the School concerning them.

(h) Under the Privacy Act 2020, 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) Where necessary to carry out any process under this Agreement, or to make any decision concerning the Student, the School may disclose personal information to any person, including immigration authorities, airlines, and travel agents.

(k) 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.

Initialled by: _____(parent) _____(student)



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.

Conduct, Welfare, 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 Action 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. Without limitations, 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 Investigation 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.

31. The School may terminate this Agreement if there is a Welfare Issue and the School forms the view that it cannot reasonably continue to meet its obligations under the Code or the Act with respect to the health and wellbeing of the Student within the School.

32. Where appropriate, the School will follow the process set out in the Investigation Policy which is annexed to this Agreement as Schedule Two when exercising the power in clause 31 of this Agreement, but nothing in this Agreement shall limit the power of the School to take urgent action, including terminating this Agreement or sending the Student home, where it considers that it is necessary to do so.

General Matters

Initialled by: _____(parent) _____(student)



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33. 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.
34. 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 1996 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.
35. 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.
36. Notices may also be given by sending an email to the email addresses specified on the first page of this Agreement and will be considered to have been received twelve (12) hours after it has been sent.
37. This Agreement contains the entire understanding between the parties. The terms of the Agreement may only be changed by the 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 the School.
38. The School shall at all times comply with the Health and Safety at Work Act 2015.
39. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
40. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
41. 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.
1. The parties agree that any dispute in relation to this Agreement will be resolved in line with the Code and the School Policies.

Initialed by: _____(parent) _____(student)



PARENTS' 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 the School.

Key Terms: This Agreement includes provisions:

- I. that allow the School to discipline the Student, including by expulsion, or to remove them from the School on health and welfare grounds;*
- 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 agreement for the School to permit certain activities without further agreement from the Parents.*

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

By signing this Agreement, you confirm that all of the information in the Application Form is true and complete.

SIGNING

Parents

By signing below, the Parents (as applicable) confirm that they have read the Agreement and agree to be bound by it in all respects: (please also initial each page of the Agreement, including the schedules)

Name(s): _____

Signature(s): _____

Date: _____

School

By signing below, the authorised signatory of the School confirms that they are authorised to sign on behalf of the School, and confirms that the School will be bound by the Agreement in all respects:

Name: _____

Signature: _____

Date: _____

Student

By signing below, the Student confirms they have read and understood the Agreement and agrees to abide by the Code, School Policies and (to the extent applicable) the Agreement: (please also initial each page of the Agreement, including the schedules)

Name: _____

Signature: _____

Date: _____

Initialed by: _____ (parent) _____ (student)



Code of Conduct

(Schedule One)

Queen Elizabeth students must abide by the below rules:

1. Must comply with all New Zealand laws (this includes laws pertaining to drugs and alcohol and the Harmful Digital Communications Act, 2015)
2. Must not smoke, vape, drink alcohol, or take any form of recreational drug at school.
3. Must comply with all directions and instructions by school staff and caregivers.
4. Must show respect for others and their property, at school and at home. Physical or verbal abuse, bullying, intimidation, and any other behaviour that brings the reputation of the College into disrepute will not be tolerated.
5. Must not engage in unsafe activities or activities that put themselves or others at risk.
6. Must attend school at all times unless they are unwell. Students should attend all classes, training sessions, rehearsals, matches, or performances punctually, equipped, and ready to learn.
7. Wear the designated uniform for respective activities with pride while at school and while commuting to and from the premises.
8. Use approved electronic devices in class for educational purposes.
9. Agree to observe Queen Elizabeth College's rigorous cyber-safety practices, keeping with the values of the School and the safety of the School environment.
10. Be respectful, considerate, and courteous towards other students, staff and visitors. Physical or verbal abuse, bullying, intimidation, and any other behaviour that brings the reputation of the College into disrepute will not be tolerated.
11. Never publicly criticise the school, teachers, and staff. Personal concerns of any nature should be raised via the appropriate channels at Queen Elizabeth College.

Investigation Policy

(Schedule Two)

1. **Overview** The following is the School's current policy for dealing with Disciplinary Actions and Welfare Issues. to restrict the School's general powers relating to discipline and this policy may be changed from time to time at the discretion of the School.
2. Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not warrant any formal response other than a warning, the School will endeavour, where appropriate, to follow a two-stage investigation process (the Investigation Process).
3. In Stage One, the School will investigate and determine the facts of the situation being considered (**the Situation**), and will reach a conclusion on what happened and whether there is a Welfare Issue or an incident that requires Disciplinary Action or the termination of the Agreement.

Initialled by: _____ (parent) _____ (student)



4. During Stage One of the Investigation Process, the Student will have an opportunity to provide a response to any subject matter being investigated or to any allegation made concerning the Situation.
5. In Stage Two, if the School has determined some response is required, the School will consider the appropriate outcome for the Situation, up to and including termination of the Agreement.
6. During Stage Two of the Investigation Process, the Student will have an opportunity to provide a response to the Situation and any proposed outcome that the School is considering taking (**the Proposed Action**).
7. This policy does not limit the School's power to take appropriate action urgently and without following the Investigation Process if this is necessary having regard to the seriousness of the Situation. Such a determination may be made at any point during the Investigation Process.
8. This policy also does not limit the School's power to suspend the student for the duration of the Investigation Process where suspension is considered necessary for the safety or education of any person.

General Policy

9. When the School is conducting an investigation involving the Student it will endeavour to provide the Student with the following:
 - (a) a written summary of the Situation (as it understands it) or the Proposed Action;
 - (b) an opportunity to respond to the Situation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
 - (c) an opportunity to consider the Situation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Situation or the Proposed Action) before giving a response;
 - (d) an opportunity to contact his or her Parent before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Situation or Proposed Action;

Initialled by: _____ (parent) _____ (student)



- (e) an opportunity to have an independent support person of his or her choice present at any meeting relating to the Investigation Process;
- (f) an opportunity to meet with that support person in private at any stage during the Investigation Process;
- (g) an opportunity to have a translator present (or otherwise facilitate the student participating in the Investigation Process in his or her 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 Investigation Process.

Stage One: Incident Investigation

10. When the School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise warrant a Disciplinary Action or which may constitute a Welfare Issue, the School will notify the Student of the Situation and will provide the Student with an opportunity to give a response.
11. Where appropriate, having regard to the seriousness of the Situation, 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 Situation.
12. When the School makes a decision about the Situation it will advise the Student and Parent, in writing if possible, about its conclusion as to what happened and whether it considers that it requires some kind of formal response – whether Disciplinary Action, Termination or other intervention.

Stage Two: Outcome Discussion

13. If the School determines that a formal response is required, it will advise the Student and Parent of the possible actions that it will consider taking in response to the Situation and will provide the Student and Parents with an opportunity to give a response.
14. Where appropriate, having regard to the seriousness of the Situation, 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 making a decision about the action to be taken.
15. When the School makes a decision about the action that it will take in response to the Situation it will advise the Student and Parents of its decision, in writing if possible. The action will not take effect, and no actions will be taken to put it into place, until the Student and Parents have been advised of the decision.

Initialled by: _____ (parent) _____ (student)



Refund Policy (Schedule Three)

At Queen Elizabeth College we ensure fees are protected once received and that they are correctly receipted so that refunds can be made back to the appropriate party if necessary.

Fee protection

As required by the Code, Part 7, Outcome 20, clause 80, Queen Elizabeth College ensures that the international learner fees they receive are secure and protected in case the learner withdraws, the educational instruction ends, or the school closes. Internal procedures help the school monitor income and expenditure to ensure that money is controlled appropriately.

Fees received in advance should only be recognised as income earned by the school as each term commences. A portion of advance fees is transferred to the school's main bank account in instalments. Remaining fees paid in advance are available to be refunded if necessary.

Fee refunds

As required by the Code, Part 7, Outcome 20, clause 81, our refund policy is reasonable and meets legal requirements, including an outline of the refund conditions for the following situations:

- failure by a learner to obtain a study visa
- voluntary withdrawal by a learner
- the school ceasing to provide the agreed educational programme
- the school ceasing to be a signatory to the Code of Practice
- the school ceasing to be an education provider.

If the school ceases to provide the agreed educational programme or ceases to be a signatory to the Code of Practice, Queen Elizabeth College will deal with the fees paid for services not delivered or the unused portion of fees by:

- refunding the amount in question to the learner (or the learner's parent or legal guardian)
- transferring the amount to another signatory as agreed with the learner (as specified in the Code).

The school will always investigate requests for a refund and act fairly.

Fee protection and refund policy

Our fee protection and refund policy is provided to parents before a contract is signed, and is included in the contract signed at enrolment.

How to apply for a full or partial refund of fees

To apply for a full or partial refund of fees, a parent (legal guardian) must apply in writing to the principal within one month of the learner's last day at school (or within one month of the learner gaining permanent residency) explaining the special circumstances.

Requests 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. All refunds will be settled under the terms of this policy unless otherwise agreed by the School.
2. A request for a refund should provide the following information to the School:
 - a. The name of the Student;
 - b. The circumstances of the request;
 - c. The amount of refund requested;

Initialled by: _____ (parent) _____ (student)



- 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 bank address and swift code where relevant; and
- g. 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:** Administration fees meet the cost of processing an international student application. Administration fees exist whether an application is accepted or not or whether 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 a student. Students and Parents 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 by the student. Costs incurred for arranging Homestay accommodation for the Student prior to 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.

Requests for a refund for failure to obtain a study visa

4. If the Student fails to obtain an appropriate visa, a refund of international student tuition fees will be provided less any administration fee that has been paid. Evidence must be provided to the school of Immigration New Zealand declining to grant a visa.

Requests for a refund for enrolment of one term or less:

5. Where the Student is enrolled for one term or less and withdraws early, either before or after the start date of enrolment, other than where they have failed to obtain an appropriate visa and have provided evidence of this, there will be no refund of tuition fees or other relevant non-refundable fees.
6. Where the School terminates the enrolment of a Student enrolled for one term or less, there will be no refund of tuition fees, or other relevant non-refundable fees.

Requests for a refund for voluntary withdrawal from enrolment of more than one term:

7. If the Student voluntarily withdraws **21 days or more before the start date of enrolment**, a refund will be provided less any non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.
8. If the Student voluntarily withdraws **less than 21 days before the start date of enrolment**, other than where they have failed to obtain an appropriate visa and have provided evidence of this, a refund will be provided less a minimum of 10 weeks' tuition fees and any other relevant non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.

Initialled by: _____ (parent) _____ (student)



9. If a Student voluntarily withdraws after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. The notice period will begin the day after the School receives written notice of the Student's intention to withdraw from enrolment and the student may continue to attend school during the notice period.

Requests for a refund where the School fails to provide a course, ceases as a signatory, or ceases to be a provider:

10. 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:
- Refund the unused portion of international student tuition fees or other fees paid for services not delivered, or
 - Transfer the amount of any eligible refund to another provider, or
 - Make other arrangements agreed to by the Student or their family and the School.
11. For the avoidance of doubt, this clause does not apply where the format of the education provided by the School changes (for example delivery by remote learning), but where the School continues to offer education for international students.

Other circumstances where a refund request may be considered:

12. Where a student's enrolment is ended by the School

In the event the Student's enrolment is ended by the School for a breach of the contract of enrolment or as a consequence of a Welfare Issue, then the School will consider a request for a refund less:

- Any non-refundable fees set out in this policy;
- A minimum of ten weeks tuition fees from the date of termination; and
- Any other reasonable costs that the School has incurred in ending the Student's enrolment

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

13. If a Student changes to a domestic student after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. The notice period will begin the day after the School receives written notice that the Student has obtained a visa permitting them to change to domestic-student status.

Where a Student voluntarily requests to transfer to another signatory

14. If a Student requests to transfer to another signatory after the commencement of their enrolment, a minimum of 10 tuition weeks of prior notice is required. The notice period will begin the day after the School receives written notice that the Student requests to transfer to another signatory.

Refund of other fees

Requests for a refund of Homestay fees

- If for any reason, the Student withdraws after their stay in a School Homestay, any unused Homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
- Where the 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

17. Except by written request from a Student or their Parent, prepaid fees unused at the end of enrolment amounting to less than NZD\$200.00 will be refunded to the Student in cash. Sums greater than NZD\$200.00 will be refunded into a nominated bank account.

Initialed by: _____ (parent) _____ (student)



Outstanding activity fees or other fees

18. 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

19. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000 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

20. A decision by the School relating to a request for a refund of fees will be provided to the student or 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; and
 - c. Details of non-refundable fees.
21. In the event the Student or the Parent is dissatisfied with a refund decision made by the School or is 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.

Initialled by: _____ (parent) _____ (student)



PART THREE:

PLEASE COMPLETE THE INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT ONLY IF THE STUDENT WILL BE LIVING IN A HOMESTAY WHILE ENROLLED AT THE SCHOOL.

INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT

(When placing a student in a School Approved Homestay)

Terms and Conditions:

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

Accommodation means the residential accommodation provided to the Student under to this Agreement.

Accommodation Requirements means the rules and requirements of the Accommodation as set out in Schedule Four.

Agreement means this Accommodation Agreement between the Student, School, and Parents which governs the Student's Accommodation arrangements.

Application Form means the standard enrolment application form.

Code means The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 as updated from time to time and available online at www.legislation.govt.nz under Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

Contract of Enrolment means the agreement between the Student, the School and the Parents which governs the Student's Tuition.

Homestay has the meaning as set out in the Code.

Parents means the Parents referred to in the Application Form.

Residential Caregiver means the person responsible for the Student at the Accommodation.

Residential Caregiver Agreement means an agreement between the School and the Residential Caregiver.

School means the school referred to in the Contract of Enrolment.

Student means the International Student residing at the Accommodation as referred to in the Application Form.

Tuition means the education of the Student at the School or, in appropriate circumstances, education provided to the Student by the School through online, remote or distance learning.

All other terms have the same meaning as in the Contract of Enrolment.

2. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to live at an Accommodation approved by the School in line with the requirements of the Code.

3. The Parents and Student agree to the following terms and conditions of the Accommodation:

(a) The School agrees that all information regarding the Residential Caregiver, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:

- i. To the Student, the Parents or Residential Caregiver (as the case may be);
- ii. To any professional consultant or such person where it is in the interests of the Student to provide the information;
- iii. According to any statutory or other legal duty.

Initialled by: _____ (parent) _____ (student)



- (b) The Parents 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 School may terminate this Agreement.
- (c) The Parents or the Student have the right under the Privacy Act 2020 to see and request corrections of any personal information held by the School concerning them in relation to the Student's placement with a Residential Caregiver.
- (d) Under the Privacy Act 2020, any information collected may be provided to education authorities.
- (e) These terms and conditions may be changed by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.
4. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):
- (a) Charge the Parent such fees as required to pay for extra requirements due to providing misleading information or the lack of disclosure; or
- (b) Terminate this Agreement.
5. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
- (a) the Residential Caregiver and the School entering into a Homestay Carer Agreement or a Designated Caregiver Agreement; and
- (b) the School's usual requirements and policies relating to the Accommodation.
6. The School 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;

Initialled by: _____ (parent) _____ (student)



- (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 School;
 - (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 will immediately report any possible legal breach to the School; and
 - (e) The Student only engages in lawful, responsible and positive recreational activities outside of School.
7. Unless otherwise agreed in writing by the parties, the Parents agree for the Student to travel and stay overnight within New Zealand in the care of their Residential Caregiver for not more than seven days where the travel does not involve the Student participating in any adventure activities or extreme sports, or result in the Student missing any scheduled school days.
8. The School will seek specific written agreement from the Parents for travel or overnight stays of more than seven days or that results in the Student missing any scheduled school days.
9. The Student will seek specific written agreement from the School before the Student, being a Student of any age, participates in any activities which are considered to be adventure activities or extreme sports. The School will only give such Agreement where approved by the Parents.
10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include regular check-ins with both the Student and the Residential Caregiver.

Initialled by: _____ (parent) _____ (student)



11. Unless otherwise agreed in writing, the Student will be entitled to start their Homestay at the Accommodation 5 days before the Period of Enrolment (as that term is defined in the Contract of Enrolment) starts and 5 days following the end date of the Period of Enrolment (as that term is defined in the Contract of Enrolment). Should this Agreement be terminated before the expiry of the Period of Enrolment the Student will be required to move out of the Accommodation immediately. The School may, at its sole discretion, and without being required to do so, extend the time for the Student to move out of the Accommodation. Any such extension shall be given in writing and shall be without prejudice to the School's right to later insist that the Student immediately move out of the Accommodation.

Expectations

12. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
13. In the event that the Student is removed from a Residential Caregiver for any reason, the School will take all reasonable steps to find, over a reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.
14. The Student will treat the Accommodation with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.

Fees

15. The Parents must pay all accommodation fees to the School according to the School's fee schedule as defined in the applicable Contract of Enrolment.

16. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.

17. If the Student is suspended, expelled or excluded from the School, the parties agree that this shall constitute a breach of the Accommodation Requirements and this Agreement may be terminated as a consequence.

18. Where this Agreement is terminated, fees may be refunded according to School Policies.

General

19. 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 1996 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.

Termination





20. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be considered to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be considered to have been received when acknowledged by the party or by return email.

21. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.

22. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.

Disputes

23. The parties agree that any dispute in relation to this Agreement will be resolved according to the Code and the School Policies.

Accommodation Requirements

(Schedule Four)

While living in a School approved Homestay, the Student agrees:

- 1) To comply with all laws of New Zealand.
- 2) Not to engage in any social or leisure activities that may place them or other persons, in undue danger or risk of harm. This includes the Student putting himself / herself in a position which may give rise to suspicions or allegations of such activities.
- 3) To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments.
- 4) To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents, including any policies of the School which apply.
- 5) To not use or not do anything which may cause damage to the Accommodation, including applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.

Initialled by: _____ (parent) _____ (student)



- 6) To keep the Homestay parents informed of their whereabouts at all times.

- 7) To stay at the Homestay address daily and not to travel overnight outside of the town or city (as defined by the School) where the student is living without prior written permission of the School. This clause shall not prevent the Student travelling between the Homestay and the School.

- 8) To respect the privacy, values and property of the Homestay.

- 9) Whilst enrolled at Queen Elizabeth College, an international student living in a school-arranged homestay may not own nor drive a motor vehicle.

SIGNING

Parents

By signing below, the Parents confirm that they have read the Agreement and agree to be bound by it in all respects (initial each page):

Name(s): _____

Signature(s): _____

Date: _____

School

By signing below, the authorised signatory of the School confirms that they are authorised to sign on behalf of the School, and confirms that the School will be bound by the Agreement in all respects:

Name: _____

Signature: _____

Date: _____

Student

By signing below, the Student confirms they have read and understood the Agreement and agrees to abide by the Code, the School Policies and (to the extent applicable) the Agreement:

Name: _____

Signature: _____

Date: _____

Initialed by: _____ (parent) _____ (student)



PART FOUR:

PLEASE COMPLETE THE DESIGNATED CAREGIVER AGREEMENT ONLY IF THE STUDENT WILL BE LIVING WITH A DESIGNATED CAREGIVER WHILE ENROLED AT THE SCHOOL.

DESIGNATED CAREGIVER AGREEMENT

This is an agreement between the Parent/s, the Designated Caregiver/s and the School (the **Agreement**).

School name: _____ (the **School**)

Student's name: _____ (the **Student**)

Name of parent one: _____

Name of parent two: _____ (together the **Parents**, each a **Parent**)

Name of caregiver one:
(relative or close family friend): _____

Name of caregiver two:
(eg partner of relative or close family friend): _____ (together the **Designated Caregivers**, each a **Designated Caregiver**)

Address: _____
_____ (the **Residence**)

AGREEMENTS

1. The Student and the Parents are parties to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are considered to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver/s will provide residential care for the Student while enrolled as an international student at the School.
3. The School has provided, and the Designated Caregiver/s have read and understood, the sections of The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agree to act as Designated Caregiver/s to the Student according to these requirements.
4. For the avoidance of doubt, The Designated Caregiver/s agree that the accommodation provided is caring, safe, positive, is a healthy environment, and supports the Student to achieve their academic goals.
5. The School agrees that all information regarding the Designated Caregiver/s relating to the Agreement will be kept confidential, except disclosure to the Student or their parents, to any professional consultant or such person where it is in the interests of the Student to provide the information or according to any statutory or other legal duty.
6. Approval is required from the School before the Student is placed with the Designated Caregiver/s.
7. The Designated Caregiver/s agree that approval will be provided only after appropriate safety and other checks have been completed by the School in accordance with the Code and School policies.
8. Failure by the Designated Caregiver/s to provide the residential care required by the School and the Code may result in the School's approval of the Designated Caregiver/s being withdrawn.

Initialed by: _____ (parent) _____ (student)



QUEEN ELIZABETH COLLEGE

9. The Designated Caregiver/s agree to support the Student to abide by all rules and expectations set by the School.
10. In the event the School withdraws its approval of the Designated Caregiver/s, the Agreement is terminated, and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parents.
11. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the Designated Caregiver/s and this may include regular visits to the Designated Caregiver/s and meetings with both the Student and the Designated Caregiver/s.
12. The Designated Caregiver/s will provide the School with fourteen days (14) days prior notice of any change in circumstances that may affect the Agreement. This includes any change of Residence or any change to the number of adults living at the Residence. For the avoidance of doubt, an adult is a person 18 years of age or older.
13. The Parent/s agree that the School is not responsible for the Student's day-to-day care while in the care of the Designated Caregiver/s.
14. The Student will treat the accommodation provided by the Designated Caregiver/s ("Accommodation") with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.
15. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School policies.
16. 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 or facsimile transmission.

SIGNING

By signing this agreement the Student, the Parent/s and the Designated Caregiver/s declare that the Designated Caregiver/s are eligible to be a Designated Caregiver under the Code (being someone who is personally known to the Student and/or Parent(s) as a relative or close friend and meets the other requirements of the Act and the Code).

PARENT/S:

By signing below, the Parent/s confirm that they have read the Agreement and agree to be bound by it in all respects: (please initial each page)

Name: _____ Signature: _____

Name: _____ Signature: _____

Date: _____

DESIGNATED CAREGIVERS:

By signing below, the Designated Caregivers confirm they have read the Agreement and agrees to be bound by it in all respects:

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

SCHOOL:

By signing below, the authorized signatory of the School confirms that they are authorized to sign on behalf of the School and confirms that the School will be bound by the Agreement in all respects:



QUEEN ELIZABETH COLLEGE

Name: _____ Signature: _____ Date: _____