

**INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT  
SECONDARY SCHOOL**

# King's High School



**PART ONE:**

*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.*

<b>Student Details</b> (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
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	

***Please provide a copy of your passport with this application.***

<b>Parent One or Legal Guardian:</b> (Name must be as it appears on your passport)	
<b>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.</b>	
Title:      Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/>	
Family name:	Date of Birth:
First name:	
Street Address	
Postal Address	
Home Phone:	Mobile:      Email:
First language:	Country of citizenship:
Passport number:	Expiry date:

<b>Parent Two or Legal Guardian:</b> (Name must be as it appears on your passport)	
<b>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.</b>	
Title:      Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/>	
Family name:	Date of birth:

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

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

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

<b>Agent Information (If using an agent)</b>	
Agency name:	
Agent name:	
Agent email address:	Phone:

<b>Medical Information</b>
Name of doctor (in home country):
Phone number of doctor:
Does the student have <u>any history of previous illness</u> that may affect their enrolment, <u>including mental illness such as depression</u> ?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).

Please tick the appropriate box if you suffer from or have suffered from any of the following medical conditions:
<input type="checkbox"/> Asthma <input type="checkbox"/> Back/Neck problems <input type="checkbox"/> Glandular Fever <input type="checkbox"/> Allergy to bee/wasp stings <input type="checkbox"/> Migraines <input type="checkbox"/> HIV or Aids <input type="checkbox"/> Diabetes <input type="checkbox"/> Hepatitis A, B or C <input type="checkbox"/> Epilepsy <input type="checkbox"/> Heart Condition <input type="checkbox"/> Tuberculosis <input type="checkbox"/> ADD or ADHD <input type="checkbox"/> Allergies <input type="checkbox"/> Food Allergies <input type="checkbox"/> Eating Disorder <input type="checkbox"/> Depression/Anxiety <input type="checkbox"/> Other: (Please describe)

Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).

Is the student currently on any medication or has been on any medication in the <u>last 24 months</u> ?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).
<i>Please note: If you suffer from conditions requiring medication, it is advisable to bring your own medication to NZ. You will be required to notify the school regarding any medications that you bring with you.</i>

Is there anything further that the school needs to be aware of in enrolling and supporting the student as an international student?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).



Do you consent 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:

**Please provide your full immunisation records with this application. Thank you**

### Learning Information

How many years of schooling not including pre-school education has the student had?

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?

Yes  No

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

### General Details

Has the student previously applied for entry to King's High School?

Yes  No

If yes, when?

Has the student ever had a family member or relative enrolled at King's High School?

Yes  No

Name:

Year attended:

Has the student previously studied at any other **NZ school?**

Yes  No

If yes, please state the name of the school in NZ:

Dates:

**IF** attended another school in NZ please attach a copy of your NZQA Record of Achievement or results:

Yes  No

Senior Students Only eg Year 11 and above, **IF** you have attended another school in NZ.: Please provide your **NSN** ( If known)

NSN:

How many years has the student studied English?

[ ] Months [ ] Years

Do the student's parents speak or read English?

Speak  Yes  No

Read  Yes  No

Will ESOL lessons be required?

Yes  No

Has the student been convicted or been the subject of any matter before any Court?  Yes  No

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

### Accommodation Requirements

Accommodation choice:  Homestay  Designated caregiver (relative or family friend)  Live with parent

Interests:  Music  Movies/TV  Reading  Outdoor Activities  Sports  Travel

Other interests:

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

Does the student have any food allergies or special dietary requirements?

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

Does the student have any other special requirements for accommodation? (Pets, cultural or religious requirements, phobias, the students view about living with a family, other siblings?)

Yes       No  
If 'Yes' please provide details-.

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

**Please provide photos of you and your 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? <input type="checkbox"/> Yes <input type="checkbox"/> No
If you are providing your own insurance, please provide an English copy of the policy details to the school once purchased:

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

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

**Student Profile**

Family Information		
Siblings		
Brothers	Name:	Age:



Sisters	Name:	Age:
Pets		

**Interests and likes to help us know about you and your preferences:**

How will you help around the homestay?	
What I like doing in my spare time out of school?	
Is there an activity you would like to have the opportunity to try when in NZ?	
<i>It is important to have a <u>healthy balanced diet</u> so to help our Homestay hosts we ask you to be detailed with the following information.</i>	
What foods I like to eat for meals	
What foods I like to eat for snacks	
What foods I don't like to eat	
Do you follow a special diet?	

**Information about the student that helps us know about you:**

*Describe yourself, your personality, your hobbies/ interests & what you are looking forward to the most about being at King's.  
Either write this here or attach it.*

*Why are you applying to come to King's High School and what do you expect?*

**Checklist :**

- 1. Fully completed and signed application form attached.**
- 2. Passport copy attached.**
- 3. Full Immunisation records attached.**
- 4. Medical records (if relevant) attached.**
- 5. Most recent two school reports attached.**
- 6. Introduction letter to the host family - attached.**
- 7. Photos of you and your family - attached.**
- 8. Copy of your insurance document, (if not arranged by the school) attached.**



# King's High School

## Education Outside the Classroom Medical Details, Consent & Student Contract

Name	Year Level
	2020 -

### Medical and Health Information and Consent

The following medical section and student Education Outside the Classroom (EOTC) contract section cover your son for any EOTC trips during his enrolment at King's High School. **Consent is required in order to take part in any EOTC trips.** Information provided here will be stored on our Student Management System and used by staff/supervisors, alerting them to anything they may need to know about your son's medical status. **Consent Forms for overnight EOTC trips will still be sought by the homestay parent. NB: Consent for day trips is given via the Enrolment Form.**

**Please tick if you have any of the following:**

<input type="checkbox"/> ADHD	<input type="checkbox"/> Asthma	<input type="checkbox"/> Depression
<input type="checkbox"/> Diabetes	<input type="checkbox"/> Epilepsy (fits of any kind)	<input type="checkbox"/> Hearing Loss
<input type="checkbox"/> Heart Condition	<input type="checkbox"/> Migraine	<input type="checkbox"/> Mobility Issues
<input type="checkbox"/> Sleep Disorder	<input type="checkbox"/> Travel Sickness	<input type="checkbox"/> Visual Impairment
<input type="checkbox"/> Other (Physical or Mental Illness - please describe)		

List medication required for any of the above, including dosage & time to be taken:

#### Reactions to:

<input type="checkbox"/> Anaesthetics	<input type="checkbox"/> Aspirin	<input type="checkbox"/> Bee Stings
<input type="checkbox"/> Codeine	<input type="checkbox"/> Food Allergy	<input type="checkbox"/> Insect Bites
<input type="checkbox"/> Lactose	<input type="checkbox"/> Gluten	<input type="checkbox"/> Peanuts
<input type="checkbox"/> Penicillin	<input type="checkbox"/> Sulfa	<input type="checkbox"/> Sunlight
<input type="checkbox"/> Other (please describe)		

List any medication required for this allergy, including dosage & time to be taken:

#### Vaccinations for:

<input type="checkbox"/> Chickenpox	<input type="checkbox"/> Diphtheria	<input type="checkbox"/> Hepatitis B
<input type="checkbox"/> Hib	<input type="checkbox"/> Measles	<input type="checkbox"/> MeNZBTM
<input type="checkbox"/> Mumps	<input type="checkbox"/> Polio	<input type="checkbox"/> Rubella
<input type="checkbox"/> Tetanus	<input type="checkbox"/> Tuberculosis	<input type="checkbox"/> Other

#### Other Medication:

Can your son take Paracetamol/Panadol: (Please Circle) YES / NO

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

Can your son take Ibuprofen: (Please Circle) YES / NO	
<input type="checkbox"/>	I agree that if prescribed medication needs to be administered, a designated adult will be assigned to do this. I will ensure that prescribed medication is clearly labelled, securely fastened and handed to the designated adult with instructions on its administration.
<input type="checkbox"/>	I agree to my child receiving any emergency medical, dental, or surgical treatment, including anaesthetic or blood transfusion, as considered necessary by the medical authorities present.
<input type="checkbox"/>	Any medical costs not covered by ACC or a community service card will be paid by me.
<input type="checkbox"/>	To the best of my knowledge, my child has no medical or physical condition that will prove detrimental to him or others during the programme.
<b>Doctor's Name &amp; Practice</b>	
<b>Phone Number</b>	
<b>Dentist's Name &amp; Practice</b>	
<b>Phone Number</b>	
Please note an <i>Administering Medication</i> form must be completed at the school office to authorise the storage and administering of daily medications which must be taken during the school day. If your son is on an event/camp he must take his own supply with him and alert the teacher to this medication as stated above. <b><i>If your son's medical situation changes, you must advise the office so we can update the school records.</i></b>	
<b>Parent/ Caregiver Signature</b>	<b>Date</b>
<b>Student EOTC Contract - To be read, ticked and signed by all students</b>	
I understand that these events are an opportunity for me to learn, practise skills, and gain attitudes and values in an environment outside the classroom. I realise that this requires me to take on genuine responsibility for my own learning and safety and that of others.	
<b>I agree to do the following to make this happen:</b>	
<input type="checkbox"/>	Not bring or use alcohol or drugs, including tobacco. Normal school rules prohibiting smoking and drinking apply.
<input type="checkbox"/>	Follow the rules and instructions of staff and other supervisors at the event.
<input type="checkbox"/>	Take part in all activities within my abilities without putting myself or anyone else in unnecessary danger.
<input type="checkbox"/>	I will not leave the event area without the approval of the teacher in charge.
<input type="checkbox"/>	I will declare medical conditions that could affect participation in the event.
<input type="checkbox"/>	I accept the rules set by the school for the event, even if they are different from what is accepted at home.
<b>I understand that my parents/caregivers will be contacted and I may be sent home at their expense if:</b>	
<input type="checkbox"/>	My actions are considered unacceptable by staff.
<input type="checkbox"/>	I breach the school Drug and Alcohol Policy.
<input type="checkbox"/>	My actions put me or others in any danger.
<b>I agree to comply with the rules above during EOTC activities. I promise to follow all instructions and act with consideration and respect for others at all times.</b>	
<b>Student Signature</b>	<b>Date</b>

## Uniform Measurements

STUDENT NAME:			
A	Chest: over the widest part of the chest - <b>all the way around</b>	cm	
B	Waist: The natural waist is just below the belly button - <b>all the way around</b>	cm	
C	Hip: between 16-20cm below waist- <b>all the way around</b>	cm	
D	Centre back - top of spine to below bottom	cm	
E F	Trouser & short length: Measure @ side seam to finished length. Please state if measurement include or exclude the band .	cm	
G	Bicep: Around the widest part of the arm - <b>all the way around</b>	cm	
H	Long & Short Sleeve Length: Overall length from the neck shoulder point to finished length required.	cm	
I	Wrist at the end of the arm - <b>all the way around</b>	cm	
J	Leg/thigh width: Over widest part of the thigh - <b>all the way around</b>	cm	
K	Across Shoulder to Shoulder	cm	



L	Neck For shirts worn with a tie. Measure around the neck - <b>all the way around</b>	cm	
---	---	----	--

## PART TWO:

THE TERMS AND CONDITIONS APPENDED 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 THE TERMS AND CONDITIONS ARE READ 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 International Students) Code of Practice 2016.

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

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

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

**Fee Schedule** means the schedule of fees for Tuition, Accommodation and miscellaneous 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 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.

**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 pursuant to clause 24 or 26 of the Agreement.

#### Preliminary Provisions

2. The Agreement is declared to be an Enrolment Contract in terms of section 2 of the Act.
3. The School shall provide Tuition to the Student in accordance 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 commences 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/Legal Guardians 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 in respect of 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 cease upon the Student's departure and resume upon the Student returning to New Zealand.
7. This Agreement is deemed to be written consent from the Parent or Legal Guardian 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 or Legal Guardian as part of a handover 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 his or her whereabouts including without limitation 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 whatsoever 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 advise 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 substitution for the Parents.

#### Immigration and Insurance

13. The Parents and Student agree to comply with the immigration requirements as set out in the Immigration Act 2009, and any immigration 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 immigration 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.

#### Fees

16. 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.
17. If Tuition is terminated by the School during a Period of Enrolment, in accordance with the Act and the Code, any refund of the Fee applicable to that Period of Enrolment will be assessed in accordance with refund policy contained in Schedule Three, as updated by the school from time to time..

#### Information, Warranties and Acknowledgements

18. 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 additional requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents and Legal Guardians are obliged to notify the School in respect of any changing conditions in relation to the Student.

19. 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 in writing in the Application Form;
- (b) The Student does not have any medical or other special needs that require additional support, except as disclosed in writing on 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.

20. The Parents and Student acknowledge that:

- (a) The School may obtain at any time from any person or entity any information it requires to process and/or accept the Student for admission to the 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, than 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

Initialled by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

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 deemed 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 parties 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 unless otherwise agreed in writing by the parties.

#### Consent

21. The Parents and the Student, who have signed this Agreement irrevocably 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 consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents.

22. The School shall seek specific written consent 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 are considered to be adventure activities or extreme sports or are activities that are organised by the School and require the Student to stay away from their regular accommodation overnight.

23. Except in the circumstances described in clause 22, this agreement is deemed to be written consent of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether consent is sought from domestic students in relation to the same activity.

24. Unless otherwise agreed in writing by the parties, this Agreement is deemed to be written consent for leisure travel or stays organised and supervised by the Student's Homestay or Residential Caregiver (where applicable) where the travel is within New Zealand for a period of not more than seven days

and does not result in the Student missing any scheduled school days.

#### Conduct, Discipline and Termination

25. 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, without limitation, compliance with the Code of Student Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.

26. 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) notify Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.

27. Without limitation, the following actions shall be deemed 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 Code of Student 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 jeopardises the education of any other Student;
- (f) Any breach of clauses 14 or 15 of this Agreement or of the warranties contained in clause 19 of this Agreement;
- (g) Failure to make payments pursuant to the Fee Schedule; and
- (h) Any other breach of this Agreement

28. 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 pursuant to clause 26 of this Agreement, but nothing in this Agreement shall limit the power of the School to summarily 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

29. 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.

30. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the Parents irrevocably:
- (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.
31. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be deemed to have been received ten (10) days after posting.
32. Notices may also be given by sending an email to the email addresses specified on the first page of this agreement and will be deemed to have been received 12 hours after it has been sent.
33. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the Agreement may 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.
34. The School shall at all times comply with the Health and Safety at Work Act 2015.
35. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
36. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.
37. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.
38. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.

## PARENTS/LEGAL GUARDIANS AND STUDENTS' DECLARATION AND AUTHORISATION

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

**Key Terms:** This Contract of Enrolment includes provisions:

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

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 he/she has 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)

## King's High School International Student Code of Conduct

### School Rules and Attendance

- (a) Obey the school rules as set out in the King's High School Diary. (See appendix A)
- (b) Cellular phone and Electronic Device Policy is adhered to at all times (See Appendix C)
- (c) Regulation uniform must be worn in a tidy manner at all times to, from and during school (See Appendix D)
- (d) Jewellery and hair styles must conform to the rules set out in Appendix D.
- (e) Students must be at school punctually by Group Time each day and attendance in all timetable classes is mandatory. (See Appendix B)
- (f) Students must complete all school work including internal and external assessments they are entered.
- (g) Any absence from school will be notified via the Attendance Office, absences greater than three days need to be approved by the Director of International Students and Medical Certificates can be asked for at any time (generally after 3 days absence).
- (h) Any leave from Dunedin must be approved by the International Director and or Homestay Coordinator.
- (i) Alcohol, Smoking and Illegal substances are prohibited on school grounds and during any sanctioned school trip.

### Homestay and General Safety

*While living with a School approved Homestay, the Student agrees:*

- (a) To comply with all laws of New Zealand including those relating to the consumption of alcohol, cigarettes and illegal substances
- (b) To not engage in any social or leisure activities that may place them 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.
- (c) To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments
- (d) To not drive a motor vehicle except for the purposes of gaining a valid New Zealand driving license under the guidance of a licensed driving instructor
- (e) To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents, including without limitation, any policies of the School which apply.
- (f) To not use or do anything which may cause damage to the Accommodation, including without limitation, applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.
- (g) To keep the Homestay parents informed of their whereabouts at all times
- (h) To stay at the Homestay address daily and not to travel overnight outside of Dunedin/Mosgiel, 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.
- (i) To respect the privacy, values and property of the Homestay.
- (j) Have a valid and current international student visa and passport.
- (k) Do not pursue or have any kind of paid or unpaid employment without a relevant work visa.

### School may take appropriate disciplinary action

1. The principal may take appropriate disciplinary action in response to the conduct or behaviour of the student.
2. Appropriate disciplinary action includes standing down, suspending or excluding the student and terminating the contract of enrolment.
3. The principal of the school may take appropriate disciplinary action, whether or not the conduct or behaviour occurred while the student was under the supervision or control of the school, if satisfied on reasonable grounds that:
  - (a) the student's gross misconduct or continual disobedience is a harmful or dangerous example to other students at the school;
  - (b) because of the student's conduct or behaviour, it is likely that the student, or other students at the school, will be seriously harmed if the student is not stood-down or suspended or excluded as the case may require;
  - (c) the student's conduct or behaviour is in breach of the school rules (including the school's code of student conduct), the accommodation agreement or designated caregiver agreement, or this contract of enrolment, and one or more of the following applies:
    - (i) the breach or breaches would constitute an ongoing risk to the student's education, health, safety, well-being or personal welfare for which the school is responsible under the Education (Pastoral Care of International Students) Code of Practice 2016;
    - (ii) the breach or breaches would constitute an ongoing risk to another person's education, health, safety, well-being or personal welfare.

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)



## **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 warrant any formal response other than a warning, the School will endeavour, where appropriate, to follow a two-stage disciplinary process.
3. In Stage One, the School will investigate and determine 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 endeavour 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 (having regard to the seriousness of the Allegation 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 Allegation or Proposed Action;
  - (e) an opportunity to have an independent support person of his or her 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 facilitate the student participating in the 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 disciplinary process.

### **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 warrant a disciplinary response, the School will notify the Student of the Allegation and will provide the Student with an opportunity to give a response.

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)



10. Where appropriate, having regard to 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 advise 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 advise 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, having regard to 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 making a decision about the disciplinary action to be taken.
14. When the School makes a decision about the disciplinary action that it will take in response to the breach it will advise 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 advised of the decision.

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

## 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:
  - (a) The name of the student
  - (b) The circumstances of the request
  - (c) The amount of refund requested
  - (d) The name of the person requesting the refund
  - (e) The name of the person who paid the fees
  - (f) The bank account details to receive any eligible refund
  - (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 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 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.

### Request for a refund for failure to obtain a study visa

4. 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.

### Requests for a refund for voluntary withdrawal from enrolment - Withdrawal prior to enrolment

5. If the Student voluntarily withdraws prior to 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.

### 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 fee and any other relevant non-refundable fees as outlined in this policy.

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

7. 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.

### Where the Student's enrolment is ended by the School

8. 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) Ten weeks tuition fee
  - (c) Any other reasonable costs that the school has incurred in ending the student's enrolment

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

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

9. 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 fee and any other relevant non-refundable fees as outlined in this policy.

#### **Where a student voluntarily requests to transfer to another signatory**

10. 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 fee and any other relevant non-refundable fees as outlined in this policy.

#### **Request for a refund of homestay fees**

11. If for any reason, the Student withdraws after the start date of their enrolment, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
12. 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**

13. Except by written request from parents, prepaid fees unused at the end of enrolment amounting to less than NZD\$500.00 will be refunded to the Student in cash. Sums of NZD\$500.00 or greater will be refunded into a nominated bank account.

#### **Outstanding activity fees or other fees**

14. 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**

15. 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**

16. A decision by the School relating to a request for a refund of international student fees will be provided to the Student or family 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
17. The Student and their family has the right to take a grievance to the Code Administrator or Disputes Resolution Scheme in the event they are dissatisfied with a refund decision made by the School.

## 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 pursuant to this Agreement.

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

**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 International Students) Code of Practice 2016 as updated from time to time and available online at [www.legislation.govt.nz](http://www.legislation.govt.nz) under Education (Pastoral Care of International Students) Code of Practice 2016.

**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.

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 reside at an Accommodation approved by the School using the process set out in the Code.

3. The Parents and Student agree to adhere 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) Pursuant to any statutory or other legal duty.

(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 1993 to obtain access to 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 1993, any information collected may be provided to education authorities.

(e) These terms and conditions may be varied 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 adequately compensate for additional 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 Residential Caregiver Agreement; and

(b) the School's usual requirements and policies in relation to the Accommodation.

6. The School will ensure that to the best of its ability:

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

- (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
  - (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
  - (c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the 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 provide consent to the Student's Homestay or Residential Caregiver (where applicable) for the Student to undertake supervised leisure travel and overnight stays within New Zealand for a period of not more than seven days where the leisure travel or stay 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 consent from the Parents for leisure travel or overnight stays of more than seven days or results in the Student missing any scheduled school days.
  9. The Student shall seek specific written consent from the School before the Student, being a Student of any age, participates in any activities while in the care of the Student's Homestay or Residential Caregiver (where applicable) which are considered to be adventure activities or extreme sports. The School shall only give such Consent where approved by the Parents in terms of the Contract of Enrolment.
  10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular check-ins with both the Student and the Residential Caregiver.
  11. Unless otherwise agreed in writing, the Student will be entitled to commence their Homestay at the Accommodation 5 days prior to the Period of Enrolment (as that term is defined in the Contract of Enrolment) commencing 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 prior to the expiry of the Period of Enrolment the Student will be required to vacate the Accommodation immediately. The School may, at its sole discretion, and without any obligation on it to do so, extend the time for the Student to vacate 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 vacate 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 source, 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 in accordance with the School's fee schedule as defined in the applicable Contract of Enrolment.

### Termination

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 in accordance with School Policies.

### General

19. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents irrevocably:
  - (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.
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 deemed 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 deemed 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.

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

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

**Disputes**

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

**Signing**

24. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission.



# Accommodation Requirements

(Schedule One)

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

- (a) To comply with all laws of New Zealand including those relating to the consumption of alcohol, cigarettes and illegal substances
- (b) To not engage in any social or leisure activities that may place them 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.
- (c) To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments
- (d) To not drive a motor vehicle except for the purposes of gaining a valid New Zealand driving license under the guidance of a licensed driving instructor
- (e) To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents, including without limitation, any policies of the School which apply.
- (f) To not use or do anything which may cause damage to the Accommodation, including without limitation, applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.
- (g) To keep the Homestay parents informed of their whereabouts at all times
- (h) To stay at the Homestay address daily and not to travel overnight outside of Dunedin/Mosgiel, 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.
- (i) To respect the privacy, values and property of the Homestay.
- (j) Have a valid and current international student visa and passport.
- (k) Do not pursue or have any kind of paid or unpaid employment without a relevant work visa.

## 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 he/she has 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 ENROLLED AT THE SCHOOL.**

### **DESIGNATED CAREGIVER AGREEMENT** (Required when placing a student with a Designated Caregiver)

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

School Name: \_\_\_\_\_ (the **School**)  
Student's Name: \_\_\_\_\_ (the **Student**)  
Mother's Name: \_\_\_\_\_  
Father's Name: \_\_\_\_\_ (together the **Parents**, each a **Parent**)  
Name of relative  
or close family friend: \_\_\_\_\_ (the **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 deemed to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver 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 has read and understood, the sections of the Education (Pastoral Care of International Students) Code of Practice 2016 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
4. The School agrees that all information regarding the Designated Caregiver relating to the Agreement will be kept confidential, except disclosure to the Student or their parents or their legal guardians, to any professional consultant or such person where it is in the interests of the Student to provide the information or pursuant to any statutory or other legal duty.
5. Approval is required from the School prior to the Student's placement with the Designated Caregiver.
6. The Designated Caregiver agrees 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.
7. Failure by the Designated Caregiver to provide the residential care required by the School and the Code may result in the school's approval of the Designated Caregiver being withdrawn.
8. In the event the school withdraws its approval of the Designated Caregiver, 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.
9. 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 and this may include, without limitation, regular visits to the Designated Caregiver and meetings with both the Student and the Designated Caregiver.
10. The Designated Caregiver 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 over eighteen (18) years of age living at the Residence.
11. The Parent/s agree that the School is not responsible for the Student's care while in the care of the Designated Caregiver.
12. The Student will treat the accommodation provided by the Designated Caregiver ("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.

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)



13. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.

14. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission

## SIGNING

By signing this agreement the Student, the Parent/s and the Designated Caregiver declare that the Designated Caregiver is 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 CAREGIVER:

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

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:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Initialed by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

**REFUND PAYMENT DETAILS:**

Please provide the following details for applicable refunds:

**Payment in NZ via Direct Credit**

Payee Name

---

Account Number

---

Email Address

---

Bank Name

**Or Overseas Payment via International Money Transfer**

Payee Name

---

Payee Address

---

Email Address

---

Currency

---

Bank Name

---

Bank Branch

---

Bank Address (Full Residential)

---

Account Number

---

IBAN Number

---

Swift Code

---

Sort Code (if required)

---



# Code of Conduct

## Appendix A

### **Setting and Maintaining Standards**

King's students are expected to apply self-discipline at all times. Where possible the school outlines the expected action/behaviour to follow in specific circumstances. The following explanations will be most useful to you during your secondary schooling career.

### **General Behaviour**

King's High School has a positive "tone", which is based on the mutual respect shared by staff and students. Good manners are important with all. Make sure your behaviour in class always reaches the acceptable standard.

**ALWAYS** speak to the staff and to your fellow students with respect and this will be mutual

**ALWAYS** carry out all set work, exercises and homework to the best of your ability and make sure it is completed on time.

**ALWAYS** set yourself a high standard both in class and in other activities, and try to raise your standard as you gain experience.

### **Classroom Rules**

These rules are non-negotiable.

**Be punctual to class Bring all the correct equipment to class Keep the classroom environment tidy Be prepared for class - ensure your homework is complete Do not talk when the teacher is talking Do not call out in class Do not interfere with other students or their property Remain in your designated seat unless instructed otherwise by the teacher Use your King's Diary for recording homework**

The purpose of having these rules is to:

**Enable every student to do his best each period Ensure no student disrupts another student's learning Ensure YOU are made accountable if you cause a disruption in class**

### **Travelling To and From School**

From the time you leave home until the time you return again, we expect a high standard of behaviour.

- . School uniforms must be worn properly at all times.
- . Make sure your behaviour on the bus is appropriate. A student may be removed from bus travel if his behaviour is deemed to be unacceptable.
- . Boys leaving on buses must do so from the front of the school. It is expected that students will line up and move forward under the direction of the supervising teacher.

### **Discipline**

#### **Loss of School Time**

For various reasons a student may miss some school time. If so, he is expected to do extra work to catch up with the class.

#### **Detention**

Occasionally you may be required to do extra time at detention. This requires students reporting to the detention room L2 at 3pm.

#### **Referral**

If you are referred from class, you must go to the main office and see a Senior Manager, who will then record your details. An after school detention will take place that day.

## Appendix B

### **Attendance**

All students must attend every day unless prevented by illness or other urgent cause. If a student is to be away for an extended period of time, the parent or caregiver must send a letter or email to the Rector in advance of the student's departure to inform the school. This includes family holidays and representative sporting trips.

### **Leaving the School Grounds**

If you must leave school at any time you must first get a pass from the Attendance Officer or if he is unavailable, check out through the School Office.

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

## **Exeats**

This is a temporary pass to allow you out of the school. A note from your parent/guardian or an appointment card must be taken to the Attendance Officer. He will check, if necessary, then issue an exeat card.

## **Lunch Passes**

King's operates a closed campus at morning tea and lunchtime. Year 13 students can leave the campus at break times.

## **Notices**

At 8.45am your Group Teacher will read the daily notices.

You are expected to make a note of any special notice which affects you, and to carry out the instructions.

## **Restricted Areas**

We normally expect boys to make full use of the school campus but certain areas are **OUT OF BOUNDS**.

1. **You do not play or congregate at the fences bordering Bathgate Park School.**
2. **The poplars and fence line at the north end of the campus are not gathering places.**
3. **You do not play or congregate in the area adjacent to the Queen's High School fence.**
4. **You do NOT go on to Tonga Park or Bathgate Park.**
5. **The main foyer in the Administration Block is out of bounds at ALL times, except to staff. This INCLUDES the use of the school front entrance door.**
6. **The steps outside the Gymnasium Changing Rooms are not a place where students can congregate.**
7. **STAFFROOM.**

## **Appendix C**

### **KING'S HIGH SCHOOL Cellular Phone and Electronic Device Policy**

Student cellular phones and electronic devices must be switched off during class and may not be used between class periods apart from interval and lunchtime. If devices are used inappropriately or ring during class then the following process will apply:

The teacher will confiscate the device and take it to the school office.

*The device will be placed in an envelope clearly marked with:*

• Student name • Date confiscated • Detailed description of the item • Who it was confiscated by

The above information will be recorded in the Confiscated Items Log Book.

#### **First offence**

Confiscated until the end of the day. The device can be picked up at 4pm that day from the school office by the student.

#### **Second offence**

Confiscated for three days. The device can be picked up at 4pm on the third day from the school office by the student.

#### **Third offence**

Confiscated until collected by the parent/caregiver. There will be a negotiated stand-down time of no device at school. This will be a four-week minimum period.

#### **Fourth offence**

Confiscated until parent/caregiver collects. Banned for the rest of term.

#### **Fifth offence**

Student is banned from having a device for the rest of the year.

**King's High School does not accept liability for the loss or theft of items that have been confiscated and/or brought to school.**

## **Appendix D**

### **KING'S HIGH SCHOOL Uniform Policy**

To ensure that the King's High School uniform, including sports uniform, is of correct nature and reflects the importance the Board places on students representing the school appropriately.

The definition of representing the school is: to and from school, during the school day, during any school trips (sporting, cultural etc) and occasions as defined by school management.

### **The School Uniform**

#### **Junior**

Plain dark navy shorts Plain black dress trousers (plain black belt) Navy polo shirt King's socks King's jersey Dress leather lace-up shoes King's jacket

#### **Senior**

Plain black dress trousers (plain black belt) Light blue dress shirt School tie School blazer

Sleeveless school vest (optional) Dress leather lace-up shoes King's jacket Black dress socks

No school shorts are to be worn by Senior students

1. "Skate" or "sports" shoes are not permitted.
2. The King's jacket is the only one to be worn, and is to be plain - that is, no added embroidery or screen printing (other than the school crest and name).
3. Blazers are compulsory for Senior (Year 11 to Year 13) students.
4. Blues awards and other school-related badges may be added to the blazer.
5. King's "team-specific" jackets or tracksuits are not permitted for daily school wear.
6. Jewellery (other than a wrist watch or medical alert bracelet) or visible body piercings are not permitted.
7. Hair must be their natural colour with non-extreme cuts. If hair falls below the collar it must be tied back.

If a student turns up in non-regulation clothing or shoes, communication with home will be sought in order to fix the problem. If it can not be sorted immediately, spare clothing/shoes will be supplied.

### **Physical Education Clothing**

The PE uniform will consist of a dark navy t-shirt and dark navy shorts.

#### **Hair**

1. No unnatural hair colours or extremes of hair style are permitted.
2. Long hair must be tied back.
3. No head wear (caps, beanies etc) is permitted.