



## *Application Terms and Conditions Agreement*

Lynfield College has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Ministry of Education. Copies of the Code are available on request from Lynfield College or from the Ministry of Education web site at [www.minedu.govt.nz/goto/international](http://www.minedu.govt.nz/goto/international)

### **Application Procedures**

1. Complete ALL sections of the application.
2. Please write names, address and contact numbers clearly and in BLOCK letters.
3. Every page must be signed by a **Parent** NOT by an agent, relative or any other person.
4. It is the responsibility of the **Parent** that he/she understands what is being signed.
5. If the application is accepted the Student will be given an "Offer of a Place" for "Secondary Studies".
6. Faxed applications will be considered but no "Offer of a Place" will be issued until this original is received.

**Enclosed with this application:**

1. A certified copy in English of the student's most recent school report.
2. Results of any public examinations the student has entered.
3. Details of proposed insurance if the student does not wish Lynfield College to arrange it.

**Yes No**

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

**PLEASE SEND THE COMPLETED APPLICATION BY POST OR COURIER TO:**

LYNFIELD COLLEGE  
INTERNATIONAL DEPARTMENT  
WHITE SWAN ROAD  
MT ROSKILL  
AUCKLAND 1004  
NEW ZEALAND

APPLICATION FOR A PLACE AT LYNFIELD COLLEGE

STUDENT DETAILS:

Family Name: ..... Date of Birth: .....

Given Names: ..... Male Female

Nationality: ..... First Language: .....

Who does the student live with? Father  Mother  Both

Street Address: .....

City ..... Postal Code .....

Province ..... Country .....

Phone (Home) ..... Email \_\_\_\_\_

Father's Details:

Mother's Details:

Family Name ..... Family Name .....

Given Name ..... Given Name .....

Occupation ..... Occupation .....

Phone(Work) ..... Phone(Work) .....

Fax ..... Fax .....

Email \_\_\_\_\_ Email \_\_\_\_\_

Speaks English: Yes No Speaks English: Yes No

Emergency Contact in New Zealand (If there is no-one please put "nil"):

Name: ..... Relationship to student: .....

Address: .....

Phone Home: ..... Work: ..... Fax: ..... Email: \_\_\_\_\_

**HEALTH:**

*Approved Travel/Medical Insurance is compulsory.*

	Yes	No
Does the Student have any medical problems? If "Yes" please provide details	<input type="checkbox"/>	<input type="checkbox"/>
Has the Student already arranged insurance? Please include a copy of the policy in English with a Certificate of Currency.	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish Lynfield College to arrange insurance on your behalf?	<input type="checkbox"/>	<input type="checkbox"/>

**ACADEMIC PROGRAMME:** *(see information sheet for details)*

Date the Student wants to start at Lynfield College: .....

What subjects does the Student want to study? .....

How long does the Student plan to study at Lynfield College?.....

What does the Student plan to do after leaving Lynfield College? .....

*(The school reserves the right to change a student's course of study if it is deemed in the best interest of the student or if the student does not meet the prerequisites for the course. If a student starts part way through the academic year some subjects may be full and unavailable to new students.)*

**INTERESTS AND HOBBIES**

Please list any musical instruments that you play .....

Please list any sports that you play .....

Please list any clubs you belong to .....

Which activities would you like to be involved in at Lynfield College  
.....



LIVING ARRANGEMENTS

(Please X one)

- 1. I wish the Student to live in a homestay arranged by Lynfield College   
(Go to 1. below)
- 2. I wish the Student to live in accommodation nominated by me   
(Go to 2. on page 6)
- 3. The Student will be living with me [Mother/Father]   
(Go to 3. on page 7)

1. WHERE THE STUDENT WILL LIVE IN A LYNFIELD COLLEGE HOMESTAY

- a. The **Parent** guarantees the good behaviour of the Student. Unacceptable behaviour in homestay by the Student may lead to termination of the Student's place at the **School**.
- b. The **Parent** undertakes to ensure sufficient funds, as detailed in the **School's** official invoice, are paid as homestay fees in advance. The **School** will make payments to the homestay host.
- c. If the Student does not come to New Zealand the **School** undertakes to refund the full amount of Board paid in advance although if less than one week's notice is given the **School** will deduct a sum to compensate the homestay host for the inconvenience experienced or expenses incurred in anticipation of the student's arrival.
- d. The **Parent** undertakes that the Student will not leave the homestay except to stay in accommodation approved by the **School**.
- e. The **Parent** undertakes that the Student will give the **School** at least two weeks notice before leaving the homestay. The Student will pay two weeks board from the date of giving notice to the **School** whether or not the Student remains in the homestay for that period.
- f. The **Parent** understands that the Student may not make national or international telephone calls on the homestay's phone unless the charges are reversed. The **Parent** guarantees to reimburse the homestay host if any such calls are made.
- g. The **Parents** understand that homestay arrangements do not include use of the host's computer or internet connection. If the Student requires an internet connection he/she will be required to pay all costs.
- h. The **Parent** understands that the **School** will continue to supervise the Student during school holiday periods if the Student does not return home. If the Student undertakes holiday travel without the knowledge and permission of the Director of International Education the **Parent** acknowledges that the **School** has no liability or responsibility for any consequences.
- i. The **Parent** agrees that if it becomes impossible to place the Student in an appropriate homestay the School will notify the **Parent** and arrange for the Student's return home at the **Parent's** expense.

Parent Signature: ..... Mother  Father

Print name: ..... Date: .....

**2. WHERE THE STUDENT WILL LIVE IN ACCOMMODATION NOMINATED BY THE PARENT:**

The College may consider, in exceptional circumstances only, placing a student with a Designated Caregiver at the Parents' request. PLEASE PROVIDE THE DETAILS BELOW.

**Indemnity Document for Students living with a Designated Caregiver**

I/We designate \_\_\_\_\_ (Insert Name of Designated Caregiver) to provide accommodation for my/our son/daughter \_\_\_\_\_, to attend Lynfield College as an international student subject to the approval of the School prior to enrolment.

Relationship to Student ..... Years known to student.....  
(Uncle/Aunt/Grandparent/close family friend known to student)

Address: .....

.....

Phone.....Mobile .....

I/we understand that Lynfield College will:

- Visit the home of the designated caregiver **prior to enrolment** to determine that the living conditions are of an acceptable standard, that the accommodation is not a boarding establishment and that it is an acceptable distance from the school.
- Request to see, and make a copy of, the designated caregiver's passport to confirm his/her immigration status in New Zealand.
- Expect the designated caregiver to comply with the requirements set out by Lynfield College.
- Assess whether the designated caregiver will provide a safe physical and emotional environment for the student
- Meet with the designated caregiver/s and establish communication with the caregiver
- Meet the student at least quarterly to ensure the accommodation is suitable
- Require a Police check of all adult members of the household to be undertaken

Should this arrangement change I/we undertake to inform Lynfield College immediately.

I/we understand that Lynfield College will make every endeavour to ensure the safety and welfare of my/our child while studying in their school.

Should there be a concern about the welfare of the student, the school will consult the pastoral care staff within the school and will discuss the concern with the designated caregivers and parents of the student. Further, I/we understand that should Lynfield College have any concerns regarding the welfare of my/our child, the school may relocate the student in an approved School Homestay. If necessary, the school will also refer the matter to the relevant welfare authorities or any other appropriate outside agencies.

**DECLARATION:**

I/we confirm that the person/s nominated as the designated caregiver/s is/are a relative or close family friend. (Proof of this relationship may be required)

Parent Signature: ..... Mother  Father

Print name: ..... Date: .....

**3. WHERE THE STUDENT WILL LIVE WITH A PARENT:**

- a. The **Parent** undertakes to ensure that the **School** is notified immediately of any change of address.
- b. The **Parent** agrees that he/she will not leave New Zealand without giving the **School** adequate notice of the arrangements made for the Student's care.
- c. The **Parent** agrees that if these provisions do not meet with the **School's** approval the **School** may make the appropriate arrangement for the Student and the **Parent** will meet the cost of these arrangements. **The Parent** also undertakes to provide the **School** with means of contact [telephone number etc] in the event of an emergency.

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The **Parent** agrees that the Student must at all times live in accommodation approved of, and monitored by the **School**.

The **Parent** agrees that, if an appointed representative of the **School** has reasonable grounds for believing that current living arrangements are adversely affecting the health, welfare or academic progress of the Student, the **School** is authorised to arrange alternative accommodation at the **Parent's** expense.

Parent Signature: ..... Mother  Father

Print name: ..... Date: .....

**FEES PROTECTION**

The Board undertakes to ensure that there are at all times sufficient funds to reimburse unused portions of International Students' fees [according to Section 4 [b] 71 of the Education Amendment Act No 41 1991] should the College be unable to continue or commence a course or programme.

**TUITION AND PASTORAL CARE AGREEMENT**

If **Lynfield College (“School”)** accepts the Student named in the **Application for a Place (“Student”)** the following Terms and Conditions shall apply:

1. The **School** shall provide tuition in accordance with the New Zealand Curriculum.
2. The **School** shall approve and monitor living arrangements for the Student in accordance with the requirements of New Zealand Ministry of Education Code of Practice and in accordance with the terms set out in Schedule 3.
3. The **Parents** of the Student who have signed the Application for a Place on behalf of the Student (**“Parents”**) 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:
  - 3.1 Receive information from any person, authority or corporate body concerning the student including, but not limited to, medical, educational or welfare information;
  - 3.2 Provide consents in respect of any activity carried out and authorised by the **School**;
  - 3.3 Receive financial information relating to the Student, including bank accounts or income of the Student while in New Zealand.
  - 3.4 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.
4. The **Parents** irrevocably authorise the principal of the **School** to advise the Student’s homestay hosts (whether or not arranged through the **School**) of all matters and information which the **School** deems necessary to enable the hosts to provide appropriate care for the Student.
5. The **Parents** agree to provide the **School** with academic, medical or other information relating to the wellbeing of the Student if requested by the **School**.
6. The **School** shall use its best endeavours to ensure the safety, health and wellbeing of the Student but shall not be liable for:
  - 6.1 Any damage or harm caused to the Student or the Student’s property arising out of the Student’s homestay (whether or not such homestay was arranged by or through the **School**);
  - 6.2 Any damage or harm caused to the Student or the Student’s property while attending the **School** unless the harm was as a result of gross negligence on the part of the School.
  - 6.3 Any damage or harm caused to the Student or the Student’s property outside of normal school hours and in the case of Student’s property, shall not be responsible for any damage to such property that may occur outside the **School’s** premises.

Parent please sign: .....

7. Without restricting clause 6, but subject to clause 8, the **School's** liability in relation to the supply of services to the **Parent** is limited to the amount of fees paid by the **Parent** for the provision of the services in respect of which liability arises.
8. Nothing in this Agreement limits any rights the **Parents** and/or Student may have under the Consumer Guarantees Act 1993.
9. Either party may terminate this Agreement at any time upon 3 weeks written notice. If the Agreement is terminated the refunds policy for International Students as outlined in Schedule 1 shall apply ("refunds policy")
10. It is acknowledged that the suspension, expulsion and exclusion of Students provisions as set out in Part 11 of the Education Act 1989 shall apply to the Student in New Zealand. Any decision under these provisions to expel or exclude the Student shall terminate this agreement and the refunds policy shall apply. The **Parents** shall have no claim in damages or for any compensation if this agreement is terminated in these circumstances.
11. Neither party shall be in default or in breach of their obligations under this agreement to the extent that the performance of those obligations is prevented by an event of force majeure. Force majeure means an event beyond the reasonable control of the party seeking to rely on force majeure.
12. This Agreement shall be construed and take effect in accordance with the domestic laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the **Parents** irrevocably submit to the jurisdiction of the courts of New Zealand, 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.
13. The **Parents** agree that the Student will comply with school rules and policies including the Code of Conduct [P2] for international students.
14. Notices given under this Agreement must be in writing and given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 5 days after posting.
15. This agreement shall consist of the Application for a Place, and this Tuition and Pastoral Care Agreement. 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 writing to the **Parents** and shall continue in force while the **Student** is enrolled with the **School**.

Parent please sign: .....

- 16. The **Parents** confirm that all information they have supplied in both the Application for a Place and the Application for Homestay is accurate, particularly information regarding any medical condition which might affect the Student while in New Zealand.
- 17. The **Parents** undertake to notify the **School** immediately of any change in their residential or email addresses or contact telephone or fax numbers
- 18. Personal information of the **Parents** and/or Student collected or held by the **School** is provided and may be held, used and disclosed to enable the **School** to process the application for tuition, provide tuition and homestay services to the Student, provide to the Student and/or **Parents** advice or information concerning products and services the **School** believes may be of interest to the Student and/or **Parents** and to enable the **School** to communicate with the Student and for Parents for any purpose;
  - (a) All personal information provided to the **School** is collected and will be held by the **School** at White Swan Rd Mt Roskill, Auckland 4. Phone (09) 627-0600 Fax: (09) 627-0173;
  - (b) If the Student/Parents fail to provide any information requested in the application for tuition, the **School** may be unable to process the application.
  - (c) The Student/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.

The Student/**Parents** authorise the **School** to obtain at any time from any person or entity any information it requires to process and/or accept the application for tuition or to perform or complete any of the other purposes under this Agreement. The **Parents** authorise any such person to release to the **School** any personal information that person holds concerning the Student/**Parents**.

- 19. At the discretion of the Principal, personal information may be shared with the following groups of professionals on a “need to know” basis: school teaching and support staff, Special Education Service staff, Public Health Nurse and School Doctor, Ministry of Education, Child, Youth and Family Service, Police, New Zealand Immigration Service, other professionals approved by the Principal.
- 20. The conditions in this tuition agreement apply for the whole of the time the student is enrolled at Lynfield College.

**EXECUTION**

I have read and understood the terms set out in this Agreement and agree to them.

**Signed:** ..... **Date:** .....

**Print Name:** ..... **Father**  **Mother**

## REFUNDS POLICY

If the Student withdraws before coming to New Zealand the full tuition fee is refunded, less a \$500 administration fee.

If the Student wishes to withdraw after arriving in New Zealand no refund will be made except in exceptional circumstances.

All requests for a refund must be in writing, setting out the special circumstances of the claim. Medical evidence must be provided.

If a refund is paid, under New Zealand law, the School must retain amounts to cover costs already incurred. The balance will be returned.

- No refunds will be made where a Student is asked to leave the College because of misbehaviour, poor attendance or violation of the school rules.
- No refunds will be made where a Student wishes to transfer to another school for whatever reason.
- No refunds will be made where a Student returns home for any reason other than the Student's serious illness or death, or serious illness or death of a close member of the family.
- No refunds will be made where Students gain Permanent Residence or Parents obtain a Work/Residence/Long term Business Permit after the Student's enrolment.

**Because all the conditions of enrolment will be strictly enforced, including the Refunds Policy, please do not accept an "Offer of a Place" at Lynfield College unless you have a clear understanding of these conditions**

## ACCEPTANCE OF TERMS

Before the Application can be considered the following acknowledgements must be signed by a **Parent** of a Student under the age of 20 years. If the Student is aged 20 years or over then these Terms and Conditions shall attach to the Student, and all references to "**Parents**" shall be read accordingly.

1. I guarantee the good behaviour of the Student in New Zealand.
2. I accept the right of the School to effect a change of course if this is seen to be in the best interests of the Student.
3. I have read, understood and signed the attached Tuition and Pastoral Care Agreement, including the Refunds Policy, Code of Conduct and Application for homestay which shall apply if the application is successful.
4. I understand the Student may not own or drive a vehicle while a Student at Lynfield College.
5. I understand the Student must live in accommodation approved of and monitored by the College.

Parent Signature: ..... Mother  Father

Print name: ..... Date: .....

Should the application be successful, you will receive an "Offer of a Place". If you accept the Offer then this Application/Tuition/Pastoral Care Agreement shall be the Terms and Conditions of Agreement by which a place at Lynfield College shall be provided to the Student.

## CODE OF CONDUCT

We expect our Students to behave with courtesy and respect. Everybody has the right to feel safe and comfortable at school. The following rules are to ensure the safety and well being of all the Lynfield College community and to ensure that International Students comply with the conditions of their Student Permits.

### BANNED ITEMS

1. Dangerous materials, weapons, tools, explosives.
2. Drugs, solvents, cigarettes, tobacco, matches, alcohol.
3. Skateboards, personal music devices and other valuable electronic items. The school accepts no responsibility for such possessions.
4. Bubble gum and chewing gum.
5. Any form of pornographic material.

All mobile phones must be kept in the schoolbag, and turned off between 8.40am – 3.10pm. The school accepts no responsibility for such items.

### UNACCEPTABLE BEHAVIOUR

1. Any form of disrespectful language.
2. Spitting, fighting, assault or harassment of any kind.
3. Vandalism or theft. Offenders must pay for damage that is intentional or caused by carelessness.
4. Failure to comply with the reasonable requirements of homestay hosts.

### COMPULSORY OBSERVANCE

1. Wearing correct school uniform
2. The Student attends school every day the school is open for instruction. All absences must be explained by a note from the Student's Caregiver or a Doctor's Certificate from a New Zealand Registered Medical Practitioner if a Student is absent for two or more days.
3. The school does not normally give Permission for an extension of school holidays and any Student who leaves prior to the official school holidays or arrives late for the beginning of any school term will be regarded as absent without explanation.
4. After-school detentions may last until 4.30pm and take precedence over other school activities and transport arrangements.
5. No International Student may own or drive a motor vehicle while attending Lynfield College.
6. Adherence to the Lynfield College ICT Code of Conduct.
7. Adherence to the agreements in the "Taking Responsibility for Safety" document.

Student's signature ..... Parent's signature .....

Date .....

Mother

Father