



# INTERNATIONAL STUDENT ENROLMENT FORM AND ACCOMMODATION AGREEMENTS 2020

## PART ONE: INTERNATIONAL STUDENT ENROLMENT APPLICATION FORM

### **Student Details** (Please include a copy of the photo page of the student's current Passport with this application)

Family Name: (as in Passport)		Given Names: (as in Passport)	
Preferred Name:		Date of Birth:	<input type="checkbox"/> Female <input type="checkbox"/> Male
Home Address:			
Email:			First Language:
Passport Number:	Expiry Date:	Country of Citizenship:	
Intended Start Date:		Intended End Date:	
Applying for Year Level: <input type="checkbox"/> Year 9 <input type="checkbox"/> Year 10 <input type="checkbox"/> Year 11 <input type="checkbox"/> Year 12 <input type="checkbox"/> Year 13			

### **Parent 1 Details** (Name must be as it appears on your Passport) NOTE: Contact information provided in this section MUST be that of the parent

Title: Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/>			
Family Name:		Given Names:	
Home Address:			
Phone 1:	Phone 2:		
Email:	Country of Citizenship:		
First Language:	Speaks English: <input type="checkbox"/> No <input type="checkbox"/> Yes		
Passport Number:	Expiry Date:		

### **Parent 2 Details** (Name must be as it appears on your Passport) NOTE: Contact information provided in this section MUST be that of the parent

Title: Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/>			
		Given Names:	
Home Address:			
Phone 1:	Phone 2:		
Email:	Country of Citizenship:		
First Language:	Speaks English: <input type="checkbox"/> No <input type="checkbox"/> Yes		
Passport Number:	Expiry Date:		

### **Emergency Contact**

Name:	Relationship to the Student:		
Phone 1:	Phone 2:		
Email Address:	Country:		
Speaks English: <input type="checkbox"/> No <input type="checkbox"/> Yes	Language Spoken:		

**Agent Information** (If using an Agent)

Agency Name:	
Agent Name:	Country:
Agent Email Address:	Phone:

**Learning Information** (Please provide a copy of the latest two school reports for the student with this application)

Current School:	Grade/Year Level:
How many years has the student been at school (do not include pre-school)?	
If the student is not currently attending school please give reasons and the date and place of last attendance:	
Has the student studied in New Zealand before: <input type="checkbox"/> No <input type="checkbox"/> Yes (if Yes, please give details)	
How long has the student studied English?	
Does the student have any learning or behavioural difficulties requiring extra school support or services? <input type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, please provide details).	

**Subject Choices**

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

SUBJECT	YEAR LEVEL	SUBJECT	YEAR LEVEL
1.		4.	
2.		5.	
3.		6.	

Please describe your Learning Goals:

*Please note final subject placement decisions will be made by the College after consideration of prior learning and prerequisites being met. Some subjects are dependent on the New Zealand Curriculum and student number and may not be available after Term 1.*

How long does the student plan to study at Lynfield College?

What does the student plan to do when they leave Lynfield College?

**Interests and School Activities**

Music:  No  Yes (if Yes, please give details)

Sports:  No  Yes (if Yes, please give details)

Clubs:  No  Yes (if Yes, please give details)

What clubs/activities does the student want to join at Lynfield College?



<b>Medical Information</b>				
PLEASE PROVIDE THE FOLLOWING INFORMATION:	NO	YES	DATES	DETAILS, TREATMENT, MEDICATION
Allergy	<input type="checkbox"/>	<input type="checkbox"/>		
Anxiety/depression	<input type="checkbox"/>	<input type="checkbox"/>		
Asthma	<input type="checkbox"/>	<input type="checkbox"/>		
Diabetes	<input type="checkbox"/>	<input type="checkbox"/>		
Epilepsy	<input type="checkbox"/>	<input type="checkbox"/>		
Eczema, dermatitis, skin problems	<input type="checkbox"/>	<input type="checkbox"/>		
Head injury	<input type="checkbox"/>	<input type="checkbox"/>		
Heart condition	<input type="checkbox"/>	<input type="checkbox"/>		
Headaches/migraines	<input type="checkbox"/>	<input type="checkbox"/>		
Medical implants (for example metal pins or rods)	<input type="checkbox"/>	<input type="checkbox"/>		
Previous major illness	<input type="checkbox"/>	<input type="checkbox"/>		
Previous surgery	<input type="checkbox"/>	<input type="checkbox"/>		
Previous injuries	<input type="checkbox"/>	<input type="checkbox"/>		
Student requires glasses/contact lenses	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Vaccinations</b> (Please provide a copy of the certificate)				
Current Tetanus vaccination	<input type="checkbox"/>	<input type="checkbox"/>		
Current MMR vaccination (Measles, Mumps, Rubella)	<input type="checkbox"/>	<input type="checkbox"/>		
Is the student currently on any medication? <input type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, please provide details of all medication the student will bring)				
<p>I agree that: _____ (Student Name) may receive, from the school nurse, over the counter medicines for minor ailments, e.g. Paracetamol, Ibuprofen.</p> <p>Signed: _____ (Parent)</p>				

<b>Insurance Details</b>
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 a copy of the Policy in English to the College once purchased.
Please state clearly any medical condition or illness, physical or mental, the student is suffering from that we should be aware of and that may require medical attention:

**Student Accommodation: Please select ONE from the following checkboxes:**

**1. LYNFIELD COLLEGE HOMESTAY** (Please also complete Part Three of the Accommodation Agreement pages 11-14)

Student's Interests and Hobbies:

Can the student live with young children (under 6 years old):  No  Yes

Does the student smoke or vape?  No  Yes

Does the student go to church or a place of worship regularly?  No  Yes (If Yes, please provide details)

Does the student have any food allergies or special dietary requirements:  No  Yes (If Yes, please provide details)

Is there anything further that the College needs to be aware of that may impact the student's enrolment and homestay placement?  
 No  Yes (If Yes, please provide details)

**Please Note: To assist with placement the student must write a letter of introduction which must be sent with this application**

**2. DESIGNATED CAREGIVER** (Relative or family friend) (Please also complete Part Three of the Accommodation Agreement pages 15-16)

Name of Caregiver:

Address (in New Zealand):

Home Phone:  Mobile:

Email:

Relationship to Student:  Years known to Student:

**3. PARENT:** Mother  Father

Family Name:  Given Names:

Citizenship:  Passport Number:

First Language:  Speaks English:  No  Yes

**Checklist of documents and information you must include with your application**

A copy of the student's last two school reports	<b>Please also supply a Passport-sized Photograph</b>
A hand-written letter from the student introducing themselves, and explaining their reasons for wanting to study at the school	
A copy of the student's passport including passport number and expiry date	
A copy of the student's insurance policy details, if booking their own, with English translation (this may be submitted after enrolment is confirmed but must be prior to departure from the home country)	
A copy of the student's vaccination certificate	

## PART TWO: TERMS AND CONDITIONS

THE TERMS AND CONDITIONS APPENDED TO THIS ENROLMENT APPLICATION, FORM AND GOVERN THE STUDENT'S TUITION AT THE COLLEGE. BY SIGNING BELOW, THE STUDENT, THE COLLEGE AND THE PARENTS OR LEGAL GUARDIAN AGREE TO THOSE TERMS AND CONDITIONS. PLEASE ENSURE THE TERMS AND CONDITIONS ARE READ CAREFULLY.

### 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 College, 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 College as per the Fee Schedule.

**Fee Schedule** means the schedule of fees for Tuition, Accommodation and miscellaneous charges, which is available from the College 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 wellbeing. 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.

**College** means the college 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 College expelling or excluding the Student.

**Tuition** means the education of the Student at the College.

**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 College 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 College shall provide Tuition to the Student in accordance with College 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 College'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 College 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 College during a Period of Enrolment. The Agreement may be renewed on application to the College in writing. Renewal of this Agreement is at the sole and absolute discretion of the College and is subject to satisfactory performance and attendance by the Student, the College 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 College to the Student in respect of the renewed term.
6. The College 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 College organised trip the College'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 College 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 College 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 College 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 College.
11. The Parents and the Student agree that this Agreement is subject to and conditional on the College 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 College to advise the Residential Caregiver (whether or not arranged through the College) 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 College 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 College, the Parents will provide the College with evidence of the relevant insurance policy. If appropriate evidence is not provided, the College 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 College in advance of each Period of Enrolment or as otherwise directed by the College. The Parents and the Student agree to comply with College policies regarding the payment of the Fee.
17. If Tuition is terminated by the College 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 College from time to time.

### **Information, Warranties and Acknowledgements**

18. The Parents agree to provide the College with educational, medical financial or other information relating to the wellbeing of the Student as may be requested from time to time by the College. If the Parents provide misleading information or fail to disclose information about the Student to the College, such that the College has to change or modify the level of Tuition or Accommodation required by the Student, the College 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 College 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 College, 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 College 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 College 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 College 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 College, the College may be unable to process the Student's application.*
- (c) *This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, then this Agreement will be at an end.*
- (d) *Personal information of the Student and/or Parents collected or held by the College is provided and may be held, used and disclosed to enable the College to process the Student's eligibility to receive Tuition at the College and Accommodation.*
- (e) *The Parents agree that where the Student lives in a College approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by the College 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 College, 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 College is collected and will be held by the College.*
- (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 College 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 College, at the discretion of the College.*
- (j) *Photographs and videos of the Student may be used for the Student's records and in any publicity material for the College 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 College (or such other person as may be appointed by the College 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 College 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 College or by another party which are considered to be adventure activities or extreme sports or are activities that are organised by the College 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 College, 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 College days.

**Conduct, Discipline and Termination**

25. The Student will comply at all times with College policies, the Code and the Act, and the Parents shall work with the College 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 College during the Period of Enrolment.
26. In the event of any breach of this agreement by the Student or the Parents, the College 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 College 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 College 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 College to summarily terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the College 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 College 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 College.
34. The College 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 College 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 College.

### Key Terms

This Contract of Enrolment includes provisions:

- (i) that allow the College 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 College 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: \_\_\_\_\_

### Student

By signing below, the Student confirms he/she has read and understood the Agreement and agrees to abide by the Code, College Policies and (to the extent applicable) the Agreement: *(please also initial each page of the Agreement, including the schedules)*

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

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

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

### Lynfield College

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

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

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

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

**LYNFIELD COLLEGE RULES FOR INTERNATIONAL STUDENTS** *(Schedule One)*

These rules are to ensure Lynfield College is a safe place for all students, staff and the community.

As an International Student enrolled at Lynfield College, **I WILL**

- *Participate respectfully in all learning activities and allow others to do so*
- *Respect the teaching and supporting roles of all staff in the College*
- *Observe the Learning Code of Conduct and the ICT Code of Conduct*
- *Attend all sessions of the College day, be punctual and be absent for justified reasons only*
- *Meet the uniform requirements at College, going to and from College and on College activities*
- *Respect College property and the property of others*
- *Stay at College during the College day unless I have permission to leave*

As an International Student enrolled at Lynfield College, **I WILL NOT**

- *Possess or use drugs and alcohol at any time*
- *Fight with, threaten or verbally abuse another student, or encourage others to do so*
- *Access pornography or offensive material at any time*
- *Possess or use dangerous materials including weapons, tools for use as weapons, or explosives (including fireworks)*
- *Steal from others or vandalise property*
- *Own or drive a motor vehicle*

Physical contact between students must be respectful and appropriate for a College setting.

**LEARNING CODE OF CONDUCT**

At Lynfield College all students and staff will:

- *Be treated fairly, with respect and dignity*
- *Be free from being harassed – verbally or physically, by text or online*
- *Have their differences valued*
- *Not be harassed based on gender, religion, sexuality, ethnicity, appearance, physical or intellectual ability*
- *Have people work with them in a cooperative way*
- *Have others comment positively about their abilities*
- *Be spoken to without being ‘put down’*
- *Have others respect their property*
- *Feel safe, valued and connected to the College*

**ICT CODE OF CONDUCT**

The computers and devices at Lynfield College are provided for students to use for recognised educational purposes only. All computer use must be carried out on the student’s personal login.

**I WILL**

- *Use computers and ICT related equipment with care and respect*
- *Report any problems or difficulties to a teacher or staff member*
- *Not waste computer resources as I may be responsible for costs*
- *Always conduct myself as a responsible digital citizen*

**I WILL NOT**

- *Allow others to access the network or Internet with my login or password*
- *Access any material on the College network which is not mine or which I have not been given permission to use*
- *Damage, modify, or destroy computer hardware, settings, software, or data files*
- *Access, create, view or send any material which could, in the view of the College, be offensive*
- *Reveal any personal information about myself or others*
- *Attempt to bypass systems that the College has put in place in order to access files or the internet*
- *Use ICT equipment, including personal cell phones and laptops to carry out illegal activities or breach of the Lynfield College Rules.*

## INTERNATIONAL STUDENT DISCIPLINARY POLICY *(Schedule Two)*

The following is the International Student Disciplinary Policy for dealing with breaches of the Enrolment Agreement. This policy is not intended to restrict the College's general power of discipline and may be changed from time to time at the discretion of the Board of Trustees.

### Overview

- Except in serious situations where immediate termination of the Enrolment Agreement is necessary, or where the breach does not warrant any formal response other than a warning, the College will endeavour, where appropriate, to follow a two-stage disciplinary process.
- In Stage One, the College will investigate and determine the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.
- In Stage Two, if the College has determined that a breach has occurred, the College will consider the appropriate response to that breach, up to and including termination of the Agreement.
- The Student will have an opportunity to provide a response to the alleged breach that the College is investigating (**the Allegation**) and any proposed disciplinary action that the College is considering taking (**the Proposed Action**).
- This policy does not limit the College'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.
- This policy also does not limit the College'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 Guidelines

When the College is conducting a disciplinary process involving the Student it will endeavour to provide the Student with the following:

- a written summary of the Allegation or the Proposed Action;*
- 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;*
- 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;*
- 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;*
- an opportunity to have an independent support person of his or her choice present at any meeting relating to the disciplinary process;*
- an opportunity to meet with that support person in private at any stage during the disciplinary process;*
- 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 College or the Student considers that a language barrier means that a translator is required; and*
- 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

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

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 College will receive this response and give it genuine consideration before making a decision about the Allegation.

When the College 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

If the College 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.

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 College will receive this response and give it genuine consideration before making a decision about the disciplinary action to be taken.

When the College 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.

**INTERNATIONAL STUDENT REFUND POLICY** *(Schedule Three)***Purpose**

This refunds policy outlines factors that will be considered when a request for a refund of an international student's fees is made to the College. This policy should be read in conjunction with the Education (Pastoral Care of International Students) Code of Practice 2016 and the Education Act 1989.

**Requests for Refunds of International Student Fees**

A request for a refund should provide the following information to the College:

- 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**

The College is unable to refund some fees. The following fees relate to expenses that the College 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 College 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 College may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the College and may vary.

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

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**

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**

If the Student withdraws on or after the start date of their enrolment, reasonable written notice of withdrawal is required by the College. Unless otherwise agreed by the College, 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 College fails to provide a course, ceases as a signatory or ceases to be a provider**

If the College 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 College 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 College.*

**Where the Student's enrolment is ended by the College**

In the event the Student's enrolment is ended by the College for a breach of the Contract of Enrolment, the College 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 College has incurred in ending the student's enrolment.*

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

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 College. Unless otherwise agreed by the College, 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**

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 College. Unless otherwise agreed by the College, 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**

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.

Where a student moves from a College 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**

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**

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

**Refunds to be made to the country of receipt**

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 College**

A decision by the College 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.*

The Student and their family have 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 College.

Further information can be found here: <https://www.istudent.org.nz/>

## PART THREE: INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT

### *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, College, 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 College 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 Enrolment Application Form.

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

**Residential Caregiver Agreement** means an agreement between the College and the Residential Caregiver.

**College** means the College referred to in the Contract of Enrolment.

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

**Tuition** means the education of the Student at the College.

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

2. The College 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 College 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:
- The College agrees that all information regarding the Residential Caregiver, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:
    - To the Student, the Parents or Residential Caregiver (as the case may be);
    - To any professional consultant or such person where it is in the interests of the Student to provide the information;
    - Pursuant to any statutory or other legal duty.
  - 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 College may terminate this Agreement.
  - 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 College concerning them in relation to the Student's placement with a Residential Caregiver.
  - Under the Privacy Act 1993, any information collected may be provided to education authorities.
  - These terms and conditions may be varied by the College (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 College may (in its sole discretion):
- 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 College entering into a Residential Caregiver Agreement; and
    - (b) the College’s usual requirements and policies in relation to the Accommodation.
  6. The College will ensure that to the best of its ability:
    - (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
    - (b) The Residential Caregiver’s appointment has not involved any form of gift (financial or otherwise) to or from a third party;
    - (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 College
    - (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 College; and
    - (e) The Student only engages in lawful, responsible and positive recreational activities outside of College.
  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 College days.
  8. The College 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 College days.
  9. The Student shall seek specific written consent from the College 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 College shall only give such Consent where approved by the Parents in terms of the Contract of Enrolment.
  10. The College 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 College 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 College’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 College to ensure such compliance.
13. In the event that the Student is removed from a Residential Caregiver for any reason, the College will take all reasonable steps to source, over a reasonable period of time (as determined by the College 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 College is not responsible for any damage caused to the Accommodation by the Student.

**Fees**

15. The Parents must pay all accommodation fees to the College in accordance with the College’s fee schedule as defined in the applicable Contract of Enrolment.

### **Termination**

16. The College 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 College, 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 College 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*
  - (c) *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.
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 College 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 College approved Homestay, the Student agrees:*

1. To comply with all laws of New Zealand.
2. Not to engage in any social or leisure activities that may place them, other persons, in undue danger or risk of harm. This includes the Student putting himself / herself in a position which may give rise to suspicions or allegations of such activities.
3. To obtain written permission from Parents and the College prior to obtaining any tattoo, piercing or other bodily embellishments.
4. To comply with all Homestay rules, expectations and curfews set by the College and Homestay parents, including without limitation, any policies of the College which apply.
5. 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.
6. To keep the Homestay parents informed of their whereabouts at all times.
7. To stay at the Homestay address daily and not to travel overnight outside of the town or city (as defined by the College) where the student is living without prior written permission of the College. This clause shall not prevent the Student travelling between the Homestay and the College.
8. To respect the privacy, values and property of the Homestay.

## SIGNING

### *Parents/Legal Guardians*

By signing below, the Parents 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: \_\_\_\_\_

### *Student*

By signing below, the Student confirms he/she has read and understood the Agreement and agrees to abide by the Code, the College Policies and (to the extent applicable) the Agreement: *(please also initial each page of the Agreement, including the schedules)*

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

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

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

### *Lynfield College*

By signing below, the authorised signatory of the College confirms that they are authorised to sign on behalf of the College, and confirms that the College will be bound by the Agreement in all respects: *(please also initial each page of the Agreement, including the schedules)*

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

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

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

**PART FOUR: DESIGNATED CAREGIVER AGREEMENT** *(Required when placing a student with a Designated Caregiver)*

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

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

College Name: \_\_\_\_\_ (the **College**)

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 College. 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 College.
3. The College 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 College’s Information for Designated Caregivers and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
4. The College 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 College 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 College in accordance with the Code and College policies.
7. Failure by the Designated Caregiver to provide the residential care required by the College and the Code may result in the College’s approval of the Designated Caregiver being withdrawn.
8. In the event the College withdraws its approval of the Designated Caregiver, the Agreement is terminated, and the Student will be placed in alternative accommodation approved by the College at the full cost and expense of the Parents.
9. The College 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 College 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 College 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 College is not responsible for any
13. damage caused to the Accommodation by the Student.
14. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the College policies.
15. 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).

### *Parents/Legal Guardians*

By signing below, the Parents 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: \_\_\_\_\_

### *Designated Caregiver*

By signing below, the Designated Caregiver confirms they have read and understood the Agreement and agrees to be bound by it in all respects: *(please also initial each page of the Agreement, including the schedules)*

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

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

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

### *Lynfield College*

By signing below, the authorised signatory of the College confirms that they are authorised to sign on behalf of the College, and confirms that the College will be bound by the Agreement in all respects: *(please also initial each page of the Agreement, including the schedules)*

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

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

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