



## International Student Application for 2024

All applications must be on these official Wentworth College & Primary School forms. All sections must be completed. Please ensure that your name, address and contact numbers are easy to read on the forms as we need these for emergency contact and for sending School reports.

The applicant's parent must sign the bottom page of each application. Only a parent or court-appointed legal guardian may sign. The signature of an agent, relative or any other person is not acceptable.

It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, the contact information provided in this application MUST be the contact information for the parents or legal guardian.

It is the responsibility of the Parent to ensure he or she understands what is being signed. By signing the documents this confirms that the Parents have read and understand the document in its entirety.

This completed application form must be sent by email, post or courier to:

**International Student Director  
Wentworth Primary School  
PO Box 650  
Whangaparaoa 0943  
Auckland, New Zealand**

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.

**PART ONE: APPLICATION FOR ENROLMENT AS AN INTERNATIONAL STUDENT AT WENTWORTH PRIMARY SCHOOL**

Year Level:  1  2  3  4  5  6

Proposed Start Date: \_\_\_\_\_ Proposed Finish Date \_\_\_\_\_

**PERSONAL INFORMATION**

Gender:  Male  Female Date of Birth: \_\_\_\_\_

Student Last (Family) Name: \_\_\_\_\_

Student First Name: \_\_\_\_\_

Known as: \_\_\_\_\_

Home Country: \_\_\_\_\_

Country of Citizenship: \_\_\_\_\_

First Language: \_\_\_\_\_

Religion: \_\_\_\_\_

Address in Home Country: \_\_\_\_\_

Address in New Zealand (if known): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Student Email: \_\_\_\_\_

Passport Number: \_\_\_\_\_

Passport Expiry Date: \_\_\_\_\_

First point of contact in an Emergency? \_\_\_\_\_

Please attach  
passport photo  
here

**ALTERNATIVE EMERGENCY CONTACT (In home country, other than parents)**

Contact's Name: \_\_\_\_\_ Relationship to the student: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email address: \_\_\_\_\_ Do they speak English?  Yes  No

**PARENT OR LEGAL GUARDIAN DETAILS**

Mother's Last (Family) Name: \_\_\_\_\_ Father's Last (Family) Name: \_\_\_\_\_

Mother's First Name: \_\_\_\_\_ Father's First Name: \_\_\_\_\_

Address:  Same as Above Address:  Same as Above

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

Speak or read English? Speak  Yes  No  
Read  Yes  No

Speak or read English? Speak  Yes  No  
Read  Yes  No

Occupation: \_\_\_\_\_ Occupation: \_\_\_\_\_

Passport Number: \_\_\_\_\_ Passport Number: \_\_\_\_\_

Passport Expiry Date: \_\_\_\_\_ Passport Expiry Date: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Mobile Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

**AGENTS DETAILS (if applicable)**

Name of Agency: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

**NEW ZEALAND CONTACT (if applicable)**

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

**ABOUT YOU (HOME LIFE / INTERESTS / SPORTS / LIKES / DISLIKES)**

What type of home do you live in? (Apartment, House etc): \_\_\_\_\_

Where is your home located? (City, Town, Countryside etc): \_\_\_\_\_

How do you get to school? (Walk, Bus, Train etc): \_\_\_\_\_

What sports do you play? (list level of experience next to each sport e.g. school team, social player):

Sport: \_\_\_\_\_

Level of Experience: \_\_\_\_\_

Sport: \_\_\_\_\_

Level of Experience: \_\_\_\_\_

Do you play any musical instruments?

Instrument Played: \_\_\_\_\_

How long for?: \_\_\_\_\_

Do you sing?:  Yes  No

Are you in a band or a choir? \_\_\_\_\_

What are your interests?: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you travelled to any other countries before?: (please state which ones) \_\_\_\_\_

Have you lived away from your family before? \_\_\_\_\_

Do you need to attend church or another place of worship on a regular basis?  Yes  NoDo you plan to return home during the term holidays?  Yes  NoIs there a part of your culture that is very important to you that we should know about? \_\_\_\_\_  
\_\_\_\_\_How did you hear about Wentworth Primary School? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Please use this space to tell us more about yourself if you wish  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## STUDY INFORMATION

### English Language Standards

Entry in to mainstream classes depends upon reaching an appropriate level of English proficiency. Students who meet the required standard will be placed in to mainstream classes at the level that is deemed appropriate by the school. Students who do not meet the required standard will be given extra support in the ESOL Language Unit. It is a condition of acceptance that students on arrival will have enough English to cope with basic instructions.

Please attach your most recent school reports. Reports Attached?  Yes  No

Please attach evidence of English Language tests. Reports Attached?  Yes  No

(IELTS / Cambridge / Other)

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How many years of schooling, not including pre-school education, have you had?

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Have you studied at a NZ school before?  Yes  No

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If yes, which one and when?

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Have you studied in any other country before?  Yes  No

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If yes, where, and when?

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How many years have you studied English? Months Years

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What is your estimated level of English?

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Beginner  Elementary  Pre-Intermediate  Intermediate  Upper Intermediate

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Do you have any learning or behavioural difficulties that may require extra school support services?

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Yes  No If yes, please give details:

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What is your future planned career? (if known or decided)

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Do you wish to go to University or other further education?  Yes  No

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If not University, what further education do you wish to do?

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Where would you like to go to University?  Home country

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New Zealand

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Other overseas (state where)

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What would you like to study at University? (if known or decided)

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What are you looking forward to most about your time in New Zealand?

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What sports or music instruments would you like to play at Wentworth Primary? (if any)

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1.

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2.

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3.

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4.

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5.

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6.

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## ACCOMMODATION REQUIREMENTS

**Please note, Students under the age of 10 MUST live with their parent or Legal Guardian**

I wish to have a homestay with a NZ family organised by Wentworth:  Yes  No

I wish to organise my own accommodation (Designated Care Giver):  Yes  No

I will be living with my parents:  Yes  No

**HOMESTAY - Please fill out the following section if Wentworth will be arranging your Homestay.**

Are you allergic to any pet animals? (if yes, please state which)

Do you have a fear or phobia of any pet animals?

Do you want to share a room? With another International Student  Yes  No

With a child from your homestay family  Yes  No

I want my own room  Yes  No

Do you smoke?  Yes  No

Do you mind living with smokers?  Yes  No

Do you mind living with young children / babies?  Yes  No

Do you mind living with any pets?  Yes  No

What is your favourite food?

Is there any particular food that you cannot eat?

Do you have any special dietary requirements? (e.g vegetarian, don't eat pork, allergic to anything?)

What are you looking forward to about your Homestay family?

Is there any special request you would like to make of your Homestay?

### DESIGNATED CARE GIVER DETAILS

**Please fill out the following if you wish to stay in accommodation NOT organised by Wentworth**

Name of Caregiver:

Address in NZ:

Telephone Number:

Mobile:

Email:

Occupation:

Relationship to you?  Relative (please state):  Family Friend

Caregiver's Passport number:

Caregiver's Immigration Status:

Please list all additional people who will be living at this address:

Name	M/F	Age	Occupation
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1.

2.

3.

Continue overleaf if needed

## INSURANCE DETAILS

Holding valid insurance is a condition of your visa from Immigration New Zealand. You may be liable for deportation if you do not hold insurance. Wentworth College & Primary School can arrange appropriate insurance on your behalf through Studentsafe Insurance. Unless otherwise requested, we will cover the student for 5 days prior to course commencement and 5 days after course completion.

Do you wish to purchase insurance through Wentworth Primary School?  Yes  No

If yes, please declare any pre-existing medical conditions: *(failure to declare may affect future claims for these conditions)*

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If no, who will be your insurance policy provider?:

Please provide the college with a copy of your Insurance Policy (in English) before your arrival

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Please be aware that International students are not eligible for publicly funded healthcare. If you choose to arrange your own insurance make sure that it has appropriate amounts of cover for medical care. The Code of Practice requirements for insurance are as follows:

Your insurance should cover

1. Your travel
  - i. to and from New Zealand; and
  - ii. within New Zealand; and
  - iii. if the travel is part of the course, outside New Zealand; and
2. Medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and
3. Repatriation or expatriation of the student as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation; and
4. Death of the student, including cover of—
  - i. travel costs of family members to and from New Zealand; and
  - ii. costs of repatriation or expatriation of the body; and
  - iii. funeral expenses.

## HEALTH PROFILE & MEDICAL CONSENT – To be completed by the parent

Student name:

Medic Alert No:

(if applicable)

Next of Kin:		Alternative Emergency contact: (different address)	
Name:		Name:	
Address:		Address:	
Phone:	Mob:	Phone:	Mob:

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

Yes  No If yes, please give details:

Your Doctor in NZ (if known):

Phone:

Medical Centre:

### 1. Please tick the following boxes if your child suffers 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"/> Tuberculosis
<input type="checkbox"/> ADHD or ADD	<input type="checkbox"/> Depression / Anxiety	<input type="checkbox"/> Autism/Asperger's	<input type="checkbox"/> Chronic Nose Bleeds
<input type="checkbox"/> Migraines	<input type="checkbox"/> Hepatitis A, B or C	<input type="checkbox"/> Epilepsy	<input type="checkbox"/> Diabetes
<input type="checkbox"/> Allergies	<input type="checkbox"/> Dizzy Spells	<input type="checkbox"/> Heart Condition	<input type="checkbox"/> HIV or Aids
<input type="checkbox"/> Fits of any type	<input type="checkbox"/> Colour Blindness	<input type="checkbox"/> Eating Disorders	<input type="checkbox"/> Other (please state)
<b>For overnight events:</b>	<input type="checkbox"/> Bedwetting	<input type="checkbox"/> Sleep Walking	<input type="checkbox"/> Travel sickness

### 2. Has your child been vaccinated against the following diseases?

<input type="checkbox"/> Whooping Cough	<input type="checkbox"/> Diphtheria	<input type="checkbox"/> Tuberculosis	<input type="checkbox"/> Chicken pox
<input type="checkbox"/> Mumps	<input type="checkbox"/> German Measles (Rubella)	<input type="checkbox"/> Measles	<input type="checkbox"/> Polio
<input type="checkbox"/> Hepatitis B	<input type="checkbox"/> Tetanus (last date _____)		<input type="checkbox"/> Other, please state

### 3. Is your child currently taking medication? Yes No

If YES, please state Health condition/s:

Name of medication/s:

Dosage and time/s to be taken:

Other treatment:

**NOTE:** If you suffer from conditions requiring medication, it is advisable to bring your own medication to New Zealand. You will be required to notify the school regarding any medications that you bring with you. Please check [medsafe.govt.nz](http://medsafe.govt.nz) for more information on medicines you can/can't bring to New Zealand.

### 4. Is a Health Plan Required? Yes No

Have you had any major injuries (Breaks or strains) or illness (Glandular fever etc) in the last 6 months that may limit full participation in any activities?  Yes  No

If YES, please state the injury / illness:

### 5. Are you allergic to any of the following?

Prescription Medicine:  Yes  No Please specify:

Food:  Yes  No Please specify:

Insect bites / Stings:  Yes  No Please specify:

Other allergies:  Yes  No Please specify:

What treatment is required?

**HEALTH PROFILE & MEDICAL CONSENT (continued)**

**6. What pain / flu medication may your child be given if necessary?**

**Panadol:** Please indicate here if you do not wish your child to be given Panadol / Pamol (paracetamol/acetaminophen) by the school office. If you do not specifically state NO, then Panadol may be provided to your child if staff feel it is appropriate.

- I allow the school office to give Panadol to my child if appropriate:  Yes  No

Signature of Parent..... Date .....

**7. Does the student have any medical implants (such as metal implants) that may affect receiving treatment in New Zealand?**  Yes  No

If yes, please give details:

**8. Has your child ever spent a period of time in hospital?**  Yes  No

If yes, please give details:

**9. Outline any special dietary requirements:**

**10. Is there any information the staff should know to ensure the physical and emotional safety of your child? (Example cultural practices; disability; anxiety about heights / darkness / small spaces; behavioural or emotional problems)**  Yes  No

If yes, please give details:

**11. Is there anything further that Wentworth Primary needs to be aware of that may impact the suitability of the student as an International Student.**  Yes  No

If yes, please give details:

**Medical Consent for Education Outside the Classroom (such as trips or activities)**

**Please tick:**

- The school may administer pain relief as described above.
- 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.
- I will inform the school as soon as possible of any changes to medical or other circumstances detailed here
- 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.
- Any medical costs not covered by ACC or a community service card will be paid by me.
- I acknowledge the transference of parental control and responsibility for the duration of any school trips to those in charge or as delegated at the time being.

**To be read and signed by the parent / caregiver of child participant**

**Signature:**

**Name:**

**Date:**



## PART TWO: TERMS AND CONDITIONS

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 Tertiary and International Learners) Code of Practice 2021.

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

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

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

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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

## 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.
- 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 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.

## 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;

## 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)

Parent 1	Parent 2
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	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: _____	Position: _____
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: _____	Date: _____
Signature: _____	Date: _____

# Code of Conduct

(Schedule One)

Students are expected to always act in a manner which is respectful of themselves, others, their property and their environment. Their behaviour needs to bring credit to themselves and to Wentworth College. This Code of Conduct applies to school trips, school functions and on the way to and from school, not just at school.

## Uniform

The school expects students to take pride in their uniform and to wear it correctly at all times. When students are in school uniform, school rules apply. Correct official uniform is required for:

- attendance at school
- traveling to and from school
- attendance at school functions away from school (sports trips, cultural and social activities)

Incorrect uniform or a mixture of school uniform, sports gear and civilian clothes is not acceptable in the street. After school, particularly after a sports practice, students may either change into correct school uniform or go home in sports gear. Students not in correct uniform are required to have a note from home explaining the reason for the discrepancy and the note is to be handed to the form teacher no later than 9:00am on the day concerned. Shorts must not be worn below the knee. Both trousers and shorts are to be worn at the waist. Jackets and raincoats must not be worn inside the classrooms. T-shirts, singlets and other underwear worn for extra warmth must not be visible.

## Hair

Students are expected to wear their hair styled in a reasonably conventional way. Hair must be kept tidy throughout the normal activities of a school day. Unnatural colours, or extreme colouring, or streaks and patches of colour, or tufted styles, dreadlocks and braids, are not permitted. Girls' hair must be clear of the face and eyes. Plain ribbons and clips, black or navy only, may be worn by girls to contain the hair. Long hair must be dressed up or tied back. Boys' hair must be well clear of the face. Boys may not wear their hair tied up or back. Shaved or extreme styles are not permitted. Boys must be clean-shaven.

## Makeup, Tattoos and Piercings

Students may not wear makeup of any kind. Nail polish, if worn, must be colourless. No tattoos, piercing or other bodily embellishments are permitted.

## Jewellery

Only a wristwatch may be worn. Students may not wear chains or necklaces around the neck. Girls with pierced ears may wear one matching pair of small, plain, unobtrusive studs in the lower part of each earlobe. Boys are not permitted to wear any jewellery other than a watch.

## Standards of Behaviour

Students are expected to behave in a manner that makes Wentworth College a civilized and pleasant place where students show consideration for other students, staff and visitors. The following behaviours are unacceptable and apply to in school, and in homestay accommodation. Failure to comply will result in disciplinary actions:

1. Physical or verbal abuse. Bullying and put downs will not be tolerated.
2. Spitting, fighting, assault or harassment of any kind.
3. Any form of disrespectful language - swearing and bad language is not permitted in English or your own language.
4. Do not deny teachers the right to teach and other students to learn.
5. Pay attention in class and avoid interrupting.
6. Follow instructions the first time they are given.
7. Vandalism or theft of property of others, including school property, or homestay property. Offenders must pay for damage that is intentional or caused by carelessness.
8. Please respect the College environment. Keep it clean and tidy and litter-free. Do not damage it or allow it to be damaged in any way.

## Behaviour Outside School

Students should always be aware of the fact that their conduct reflects upon themselves and upon the reputation of Wentworth College. Uniform should always be worn in a way that is a credit to the school. Speech and manners too are matters that deserve much attention. A high standard of conduct is expected while traveling to and from school, and opportunities often arise in which college students can show consideration and courtesy towards younger children and adults.

### **Smoking, Alcohol and Drugs**

Students are not to be involved with cigarettes, alcohol or drugs at school, or to and from school, or on any occasion when they are wearing school uniform, or at any function held under the control of the College. Smoking, Alcohol and Drugs are NOT permitted on any College related trips. If a student arrives at the College smelling of smoke they may be excluded from classes. The school will view such involvement (in possession of, actually taking, or association with the activity) as a serious offence. The Police Youth Aid will be informed of any student attending Wentworth College who becomes involved in criminal activity while at school or while taking part in any event associated with the school. Any student that breaches these rules risk suspension and possible expulsion from the College.

### **Academic Performance**

Wentworth is an academic school with high expectations of work ethics, attendance and a focus on achieving high results for University Entrance. Student's enrolments are reviewed each year, and offers of place for the following year will be based on the student's performance and examination results. Students are expected to:

1. Attend and be on time to every class. Lateness to school and absence without permission will be treated as truancy.
2. Display excellent work ethic, good attitude and perseverance in their studies and English language learning.
3. Bring appropriate equipment to each class.
4. Students must complete homework set each and keep up to date with their studies.
5. Be honest and do not plagiarize or copy other writer's work or submit something that is not your own.
6. Submit all course work for examination within the deadline dates set by Cambridge and teachers.

### **General**

- Students are under the school's authority from the time they leave home until they return home, or at any function held under the control of the college.
- Students may not bring any of the following items into the school grounds or use or consume them either at school, at school functions, on school trips or on the way to or from school:
  1. Dangerous materials, weapons, tools, explosives, fireworks.
  2. Drugs, solvents, cigarettes, tobacco, lighters, matches, alcohol.
  3. Bubble gum and chewing gum.
  4. Any form of pornographic material.
- After school detentions may last until 4:30pm and take precedence over other school activities, transport arrangements and after school jobs.
- No school-age or personal friends of students may be on school grounds during school time.
- Bicycles and scooters, including electric scooters are permitted at Wentworth, but may not be ridden in the school grounds and there must be no doubling. Safety helmets must be worn by cyclists and scooter riders
- The chewing of gum etc is not permitted at any time at College or at College events away from the school.
- Damage, such as broken windows, must be reported to the school office. Students must be prepared to pay for damage caused.
- If parents wish to locate their children during the day or after school, they are requested to enquire at the school office. If parents wish to discuss a problem with teachers, they are requested to make an appointment.

### **Internet Statement**

The following activities are forbidden on the Wentworth College network.

- Sending, receiving or displaying offensive messages or pictures. Offensive material will include racist or sexist material, pornographic pictures or text, and dangerous goods or practices.
- Employing the network for commercial purposes. This includes purchasing of materials through the internet.
- Accessing files belonging to other students, staff or the school without permission.

### **Cellphones and Electronic Devices**

- Cellphones, MP3 players, iPods, and iPads are permitted at Wentworth College, but they may not be visible and/or audible in Class, Break times, Group time or Assemblies unless allowed by a member of staff for educational purposes. Those seen or heard will be immediately confiscated.
- Electronic Games are not allowed
- Water is the only liquid refreshment allowed in class. However it is not permitted in the computer rooms or around computers in other rooms.

## **Driving**

- No student on a Wentworth College student visa will own or drive a motor vehicle while attending Wentworth College unless they are living with their parents in New Zealand. Written permission is required by the school from the parents, and full insurance must be held for that vehicle.
- No concessions will be made in relation to owning or driving a motor vehicle, or early release from School to catch public transport, for students living some distance from the College.
- Students are not permitted to drive other students to and from school.

## **Attendance**

International Students are expected to attend school every day (excluding illness or other exceptional circumstances) for the full academic year or between the dates stated on the student's Offer of Place

In the case of absences, the parent / caregiver (homestay parent if student is in a homestay) must follow the normal school procedure of notifying the school in the morning of the each day of absence, and follow this up with a written note, email or on the App on the first day of the student's return to school. Should the student be absent for 3 days for a health issue, the College may request a medical certificate.

Attendance percentage levels, required by Immigration New Zealand and some University applications, will be calculated based on the full academic year and not from the date the student arrives in the country. (This does not apply to students who join Wentworth for the first time part way through the year). International Students should fly to New Zealand in good time to enable them to start school promptly on the first day of each term. Leaving early at the end of term is subject to prior approval from the Principal.

If the student does not attend for more than twenty consecutive school days then the school will, in writing, notify the parents / caregivers that the enrolment has been terminated, as well as notify Immigration New Zealand. If the parents or agent have previously notified the school in writing that the student will be absent for a period of time, with a full reason for the absence, the place shall be held, providing all the fees have been paid, in full.

If the student's attendance level drops below 90%, the school will notify the parents and agents in writing to warn them that their son/daughter's enrolment may be terminated and Immigration New Zealand notified.

## **New Zealand Law**

Students must obey New Zealand Laws and any criminal offence brought against a student of Wentworth will result in immediate termination of enrolment.

## **Homestay Rules**

The student and parent agree that while studying at Wentworth College and living in a Wentworth College homestay that they will:

1. Comply with all New Zealand laws including those relating to the consumption of alcohol, cigarettes and illegal substances
2. Not apply hair dyes or engage in any other activity that may cause damage to the home or property at the homestay.
3. Not engage in any social or leisure activities that may place them in undue danger or risk of harm
4. Comply with all homestay rules, expectations and curfews set by Wentworth College and Homestay parents
5. Be polite and respectful to all members of the family and visitors.
6. Not travel off the Whangaparaoa Peninsula without the permission of the school and homestay
7. Not make national or international telephone calls from the homestay unless permission has been given by the homestay parent for each call. If any such calls are made the student and parent guarantee to reimburse the homestay for any costs. All internet use will be by agreement with the homestay Parent.

# Disciplinary Policy

(Schedule Two)

1. The following is the School's current disciplinary policy for dealing with serious 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 serious incident 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: Serious 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.
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.



# 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 and Enrolment 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**

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. Domestic Tuition Fees will be applied from the date of the domestic visa being granted, and a refund of international tuition fees will be given less 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. Sums of NZD\$500.00 or greater will be refunded into a nominated bank account. Sums of NZD\$10,000 must be refunded to the account the fees were paid from.

### **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: INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT (When placing a student in a School Approved Homestay)

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

### 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 Tertiary and International Learners) Code of Practice 2021 as updated from time to time and available online at [www.legislation.govt.nz](http://www.legislation.govt.nz)

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

**Homestay** means accommodation provided to an international student in the residence of a family or household in which no more than 4 international students are accommodated.

**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:

(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.

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 Parent / Student agrees:

1. I guarantee the good behaviour of the Student in New Zealand. I understand that unacceptable behaviour on the part of the Student in homestay may lead to termination of the Student's enrolment at Wentworth College. Please note school, homestay rules and information on unacceptable behaviour is included in the Code of Conduct section of this document.
2. I undertake to pay the homestay placement fee and homestay accommodation fees to Wentworth College in advance. Wentworth College will make payments to the homestay.
3. I understand that the Student must comply with all New Zealand laws, Homestay rules, expectations and curfews set by the School and Homestay parent.
4. I understand that the student must keep the homestay parents informed of their whereabouts at all times and will not engage in any social or leisure activities that may place them in undue danger or risk of harm.
5. I understand that the student will respect the privacy, values and property of the homestay
6. I undertake that the student will not leave the homestay for another permanent address without the permission of the International Student Director. I understand that students will not be permitted to live in a flat or on their own while enrolled at Wentworth College.
7. I undertake that the Student will give the School at least two weeks' notice before leaving the homestay. The Student will pay 2 weeks board from the date of giving notice to the School, whether or not he or she remains in the homestay during that period.
8. I understand that, in the interests of the personal welfare of the Student, the School and Homestay parent may communicate and share personal information relating to the safety and wellbeing of the Student with each other.
9. I undertake that, in the event the Student misbehaves in the homestay to the extent that it becomes impossible to find a new placement of appropriate standard, the School may notify me and then may return the Student to the Student's homeland at my expense.
10. I authorise the School to approve any holiday arrangements the student may make. If the School declines to approve the proposed arrangements but the Student continues with the planned activities, I acknowledge that the School has no liability or responsibility for the consequences.
11. 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 waives any objection to proceedings in any such court or forum on the grounds that the proceedings have been brought in an inconvenient forum.

### SIGNING

#### Parents/Legal Guardian

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

Name:

Signature:

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 the Agreement:

Name:

Signature:

Date:

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

**PLEASE COMPLETE IF STUDENT WILL NOT BE LIVING WITH A PARENT OR A WENTWORTH COLLEGE HOMESTAY**

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

School Name:	(the <b>School</b> )
Student's Name:	(the <b>Student</b> )
Mother's name:	
Father's name:	(together the <b>Parents</b> , each a <b>parent</b> )
Designated Caregiver's name:	(the <b>Designated Caregiver</b> )
Relationship to Student:	<input type="checkbox"/> Uncle <input type="checkbox"/> Aunt <input type="checkbox"/> Grandparent <input type="checkbox"/> Family Friend <input type="checkbox"/> Other (please state)
Address:	(the <b>Residence</b> )

**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. By signing this agreement, the Parents and Designated Caregiver confirm that they are a 'bona fide' relative or close family friend. (*proof of this relationship may be required*).
3. The Parents agree that the Designated Caregiver will provide residential care for the Student while enrolled as an international student at the School.
4. The School has provided, and the Designated Caregiver has read and understood, the sections of The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the Code) relevant to residential caregivers and the School's Information for Designated Caregivers and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
5. 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.
6. Approval is required from the School prior to the Student's placement with the Designated Caregiver. The Designated Caregiver agrees that approval will be provided only after appropriate safety and other checks, including a visit to the Residence prior to enrolment to determine that the living conditions are of an acceptable standard, 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, or regularly staying overnight, 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.
13. The student will not leave this accommodation unless it is to enter a living arrangement approved by the School.
14. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school 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.

# DESIGNATED CAREGIVER AGREEMENT

## 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)

Parent 1	Parent 2
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

### Designated Care Giver

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

Name: _____	Date: _____
Signature: _____	_____

### School

By signing below, the authorized 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: _____	Position: _____
Signature: _____	Date: _____



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