



INTERNATIONAL STUDENT TUITION AGREEMENT AND PROCEDURES 2018

PART ONE: TUITION AGREEMENT (Contract : Parent/School)

For the purpose of this Agreement the following terms shall have the following meanings:

Accommodation means the residential accommodation provided to the Student pursuant to the Accommodation Agreement.

Accommodation Agreement means the agreement between the Student, the School, the Parents or Legal Guardians, which governs the Student's accommodation arrangements when placed in a Homestay.

Act means the Education Act 1989.

Agreement means this Agreement including any schedules or Parts.

Application Form means the standard enrolment form

Code means the Education (Pastoral Care of International Students) Code of Practice 2016.

Fee means fees payable by the Parents or Legal Guardians to the School as per the Fee Schedule.

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

Homestay has the meaning as set out in the Code.

Parents or Legal Guardians means the parents or legal guardians referred to in the annexed Application Form.

Residential Caregiver has the meaning as set out in the Code.

School means the school referred to in the annexed Application Form.

Student means the student referred to in the annexed Application Form.

Tuition means the education of the Student at the School.

Period of Study means the period for which Fees are paid and for the purpose of this Agreement 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. The student will be under the care of Wentworth from the time of arrival in the country prior to course starting and the time after the course ends but before departure from NZ if residing with a residential caregiver arranged by Wentworth College. Students wishing to arrive early (more than one week) or stay longer (more than one week), or stay with family or friends not known to Wentworth College, Parents will be required to complete a Handover of Care form detailing the responsibility for the student.

If **Wentworth College ("School")** accepts the Student named in the **Application for Tuition ("Student")** for tuition in New Zealand, the following terms and conditions shall apply:

1. The School shall provide tuition in accordance with the *Education (Pastoral Care of International Students) Code of Practice 2016*. (“Code of Practice”) administered by the New Zealand Qualifications Authority, the Education Act 1989, school policies and any other applicable laws and school policies, in return for the payment of the fee.
2. The School shall approve and monitor homestay or designated care in accordance with the requirements of *Education (Pastoral Care of International Students) Code of Practice 2016*. (“Code of Practice”).
3. The Parents of the Student who have signed the application for tuition on behalf of the Student (“Parent”) irrevocably appoint and authorize the Principal of the School (or such other person as may be appointed by the School to carry out the Principal’s duties) to:
 - 3.1 Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information;
 - 3.2 Provide consents in respect of any activity carried out and authorised by the School;
 - 3.3 Receive financial information relating to the Student, including bank accounts or income of the Student while in New Zealand;
 - 3.4 Provide consents that may be necessary to be given on the Student’s behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parent.
4. The Parents irrevocably authorise the Principal of the School, where necessary and if required, to advise the Residential Caregiver (whether or not arranged through the School) of all matters and information required to be provided to the Parents or Legal Guardians and agree to appoint the Residential Caregiver in New Zealand as their agents in New Zealand to receive such information in addition to the Parents or Legal Guardians.
5. The Parent agrees to provide the School with academic, medical, including mental health, or other information, relating to the wellbeing of the Student as may be requested from time to time by the School. If the parents or Legal Guardians 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 Parent or Legal Guardians such fees as required to adequately compensate for such additional requirements.
6. The School shall use its best endeavours to ensure the safety, health and wellbeing of the Student and shall at all times comply with the Health and Safety at Work Act 2015, but shall not be liable for:
 - 6.1 Any damage or harm caused to the Student or the Student’s property arising out of the Student’s homestay (whether or not such homestay was arranged by or through the School);
 - 6.2 Any damage or harm caused to the Student or the Student’s property while attending the School unless the harm was as a result of gross negligence on the part of the School;
 - 6.3 Any damage or harm caused to the Student or the Student’s property outside of normal School hours and in the case of Student’s property, shall not be responsible for any damage to such property that may occur outside the School’s premises.
7. Without restricting Clause 6, but subject to Clause 8, the School’s liability in relation to the supply of services to the Parent is limited to the amount of fees paid by the Parent for the provision of the services in respect of which liability arises.
8. Nothing in this Agreement limits any rights the Parents, Legal Guardians and/or Student may have under the Consumer Guarantees Act 1993.
9. If Tuition is terminated by the School during a Period of Study, in accordance with the Act and the Code, any refund of the Fee applicable to that Period of Study will be assessed in accordance with

school policies. Please see refund policy (Part two) for notice required for voluntary withdrawal by the student once they have started their Period of Study.

10. It is acknowledged that provisions in the Act relating to the suspension, expulsion or exclusion of students will apply to the Student while in New Zealand. Any decision to expel or exclude the Student shall terminate this Agreement and the School's refund policy will apply. The Parent shall have no claim in damages or for any compensation if this Agreement is terminated in these circumstances. If a student is suspended or expelled, all formal disciplinary procedures will be followed and parents will be notified.
11. 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. However, if the parents / caregivers 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 fees have been paid in full.
12. Neither party shall be in default or in breach of their obligations under this Agreement to the extent that the performance of those obligations is prevented by an event of force majeure. Force majeure means an event beyond the reasonable control of the party seeking to rely on force majeure.
13. 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 Parent or Legal Guardians irrevocably submit to the jurisdiction of the courts of New Zealand and 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.
14. The Parent agrees that the Student will comply at all times with School rules and policies, the Code and the Act, including the School rules for International Students set out in Part 3, and the Parents or Legal Guardians shall work with the School to ensure such compliance.
15. If application for homestay or designated caregiver has been made by or on behalf of the Student then this shall be subject to the undertakings and agreements set out in Homestay Contract or Designated Caregiver agreement and this booklet.
16. Notices given under this Agreement must be in writing and given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received ten days after posting. The Parties also 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.
17. This Agreement shall consist of the application for tuition, application for homestay (if required) and this Tuition Agreement. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the Agreement may be changed by the School in consultation with the Student, and Parents or Legal Guardians, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force while the Student is enrolled with the School. Note that the version of the agreement that is signed by the parent is the version that will remain in force for the duration of the student's enrolment at Wentworth College unless a new, updated form has been signed.

18. The Parents or Legal Guardians agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. Policies arranged by the school are through Marsh Studentsafe (<https://www.insurancesafenz.com/studentsafe>). For policies not organized by the school, the Parents or Legal Guardians must provide the School with evidence of the relevant insurance policy. The Parents or Legal Guardians agree that the insurance must meet the Code requirements:

“The student has appropriate insurance covering—

(a) the student’s 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

(b) medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and

(c) 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

(d) 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.”

19. The Parents or Legal Guardians and Student acknowledges that:

- (a) Personal information of the Parents or Legal Guardians and/or Student collected or held by the School is provided and may be held, used and disclosed to enable the School to process the Student’s eligibility to receive tuition, and homestay services to the Student, provide to the Student and/or Parent advice or information concerning products and services the School believes may be of interest to the Student and/or Parent and to enable the School to communicate with the Student and for Parent for any purpose:
- (b) 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 or Legal Guardians and the Student authorize any such person to release to the School any personal information that person holds concerning the Student and/or Parents or Legal Guardians.
- (c) All personal information provided to the School is collected and will be held by the School at:
65 Gulf Harbour Drive, Gulf Harbour, Whangaparaoa, Auckland
Telephone: (09) 424 3273
Email: rvaudrey@wentworth.school.nz
- (d) If the Student/Parent fails to provide any information requested in the application for tuition or in relation to the Student’s admission to the school, the School may be unable to process the Student’s application.
- (e) Students/Parents or Legal Guardians 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.
- (f) 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.
- (g) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (h) 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.

20. Photographs and videos of the Student may be used for the Student’s records and in any publicity material for the School.

21. The School’s responsibility for the Student ends on the last day of the Period of Study, or in the event that the Student’s tuition is terminated, on the date of the termination.

22. Without limiting any obligations set out in school policies, the Parents or Legal Guardians and Student agree that the student:
 - (a) Must comply with school policies;
 - (b) Must comply with all terms of the Accommodation Agreement; and
 - (c) Must maintain an up-to-date visa as stipulated by Immigration New Zealand
23. 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.
24. The conditions in this Tuition Agreement apply for the whole of the time the Student is enrolled at Wentworth College during a period of study. 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 issue of an offer of place for a further Period of Study and the payment of Fees.
25. 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.
26. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and school policies and procedures outlined in both this document (all Parts) and the International Student Application form.

PART TWO:

REFUND POLICY FOR INTERNATIONAL STUDENTS

School Fees

1. In order to be eligible for any refund the Parent must apply in writing, within 12 months after the final enrolment date of the student, to the Board setting out the special circumstances of the claim. The letter must also contain: both the student and parent's full name; the name of the person requesting the refund (if not the parent); who originally paid the fees, and a bank account into which any eligible refund should be paid.
2. No Application fee or NZ\$250.00 or Enrolment fee or NZ\$1000.00 will be refunded.
 - 2.1 If the withdrawal of a student is due to the student's failure to obtain an appropriate visa, where the student is not yet in the country, the tuition fees paid will be refunded in full, minus a \$500 administration fee. Where the student is already in the country, a pro-rata refund will be calculated for any tuition and services received, minus a \$1000 administration fee.
 - 2.2 If a voluntary withdrawal by the student is prior to them coming to New Zealand the Tuition fees paid will be refunded in full minus a NZ\$500.00 administration fee.
 - 2.3 If the Student wishes to voluntarily withdraw after arriving in New Zealand and commencing the subject, course or programme, a minimum of ten weeks notice of withdrawal must be received to the school in writing. Where notice of less than ten weeks is given, one full term's fees will be retained.
3. Where the Student withdraws from a subject, course or programme at the School and is eligible to receive a refund, the Board may refund to the person who paid the fees in respect of the subject, course or programme any amount of the fees it thinks appropriate but any such amount will not exceed the sum of the following amounts:
 - 3.1 The Board's best estimate of the cost to the School of providing tuition in the subject, course or programme for one Student up to that time;
 - 3.2 An amount that in the Board's opinion reflects the use made by one Student in the subject, course or programme of the School's capital facilities;

- 3.3 The appropriate proportion of the amounts paid by the Board in respect of foreign Students and;
- 3.4 All other fees prescribed by the Board.
4. If Wentworth College is no longer able 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:
 - 4.1 Refund the unused portion of international student tuition fees or other fees paid for services not delivered or
 - 4.2 Transfer the amount of any eligible refund to another provider

No refunds will be made:

- Where Students' enrolment is terminated because of misbehaviour, poor attendance or violation of the rules regarding motor vehicles.
- Where Students wish to transfer to another school for whatever reason.
- Where Students return home for any reason other than the Student's serious illness or death or serious illness of a close member of the family.

Where Students acquire permanent residence after having enrolled at the School, domestic fees will apply from the start of the new visa.

Homestay Fees

1. If the Student moves out of homestay before the end of the contract, the portion of homestay fees not already used will be refunded, less the Homestay Placement Fee.
2. To have the homestay fee refunded, the Student must write to the School giving two weeks' notice, or pay two weeks' fees in lieu of notice.
3. If the Student cancels his or her homestay contract before moving into the homestay, homestay fees will be refunded in full, less the Homestay Placement Fee.
4. If the Student fails to obtain an appropriate visa and cancels their homestay, all unused fees will be refunded minus the Homestay placement fee which will be retained.

Other fees

Prepaid fees eg. Uniform fees, activity fees etc, unused at the end of enrolment will be refunded to the student unless otherwise directed by the parents.

Any activity or other fees incurred by the student during enrolment which remain unpaid at the time of withdrawal, will be deducted from any eligible refund or from the student's bond.

FEE PROTECTION POLICY

Student fees are placed in a separate Independent Trust Account. It is Wentworth College policy that international student's fees will not be spent until tuition has been provided.

PART 3

SCHOOL RULES

Acceptance of these rules is a condition of enrolment. Gross misconduct, or continued disobedience which is a harmful or dangerous example to other students, or absence for more than five days without reasonable cause, may lead to suspension of the Student and to Parent and Immigration New Zealand being notified that the Student's enrolment has been terminated.

If an enrolment application is found to be inaccurate in any way the contract may be terminated at the school's discretion.

Banned Items

1. Dangerous materials, weapons, tools, explosives.
2. Drugs, solvents, cigarettes, tobacco, matches, alcohol.
3. Bubble gum and chewing gum.
4. Any form of pornographic material.

The School accepts no responsibility for such possessions as skateboards, iPods, MP3 players, laptops cellphones and valuable electronic items (eg, translators).

Unacceptable Behaviour

1. Any form of disrespectful language.
2. Spitting, fighting, assault or harassment of any kind.
3. Vandalism or theft. Offenders must pay for damage that is intentional or caused by carelessness.
4. Lateness to school and absence without permission will be treated as truancy.
5. Failure to comply with the reasonable requirements of homestay hosts.

Compulsory Observance

1. Wearing correct school uniform. Unless prior written permission has been obtained, non-uniform items will be impounded and Parent/Caregiver will be asked to collect them.
2. Safety helmets for cyclists.
3. After school detentions may last until 4:30pm and take precedence over other school activities, transport arrangements and after school jobs.
4. No student will own or drive a motor vehicle while attending Wentworth College.
5. 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.
6. Providing the school with false information may lead to dismissal e.g.
 - a. undisclosed diseases or medical conditions, including mental illnesses
 - b. learning or behavioral difficulties
 - c. undisclosed changes in living conditions

Dismissal Procedures

If a student is found to be breaching School rules the student will be given a verbal warning. If this verbal warning is not heeded then it will be followed by a written warning. Should further action be required the school will follow the legal Ministry of Education guidelines for suspension and dismissal.

Attendance Rules

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 Official Offer of Place, the document issued to the student by Wentworth College on enrolment.

In the case of absences, the parent / caregiver must follow the normal school procedure of notifying the school in the morning of the first day of the absence, and following up this 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.

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. Obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments
5. Comply with all homestay rules, expectations and curfews set by Wentworth College and Homestay parents
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.



PART FOUR

Enrolment Procedures and Student Information

Wentworth College has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016 published by the New Zealand Qualifications Authority. Copies of the Code are available on request from this institution or you can click on the link below: <http://www.wentworth.school.nz/international-programme/become-an-agent/>

How to Apply

You must read carefully and complete the enclosed Application Forms, ensuring that all forms are signed.

Immigration

All students must hold a valid passport with a valid student visa. The visa will be specifically for study at Wentworth College. The College will assist in the renewal of student visas if required. Wentworth College will notify Immigration New Zealand if a student terminates his or her course of study. It is a Code of Practice requirement for Wentworth College to hold a copy of both your passport and visa. Therefore a photocopy of all passports must be held on file. Wentworth College may use your passport number to contact Immigration New Zealand to find out your Immigration Status.

Full details of visa requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the Immigration New Zealand website, and can be viewed on their website at <http://www.immigration.govt.nz>

Parents may choose to use, where possible, a local Education Agent to help arrange the student permit prior to arrival in New Zealand. You can find a list of Agents on the Immigration New Zealand website. The agent will handle all the paperwork and be in constant communication with the college.

Eligibility for Health Services

Most international students are not entitled to publicly funded health services while in New Zealand. If you receive medical treatment during your visit, you may be liable for the full costs of that treatment. Full details on entitlements to publicly-funded services are available through the Ministry of Health and can be viewed on their website <https://www.health.govt.nz/>

Accident Insurance

The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents, and temporary visitors to New Zealand, but you may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at <http://acc.co.nz>

Medical and Travel Insurance

It is compulsory for international students to have appropriate and current medical and travel insurance while studying at Wentworth College

Wentworth College has chosen to use Marsh Studentsafe and will arrange your Travel and Medical Insurance. The cost per year for Medical Insurance is approximately NZ\$480.00. Further details are

available upon request from the International Student Director. The school will keep a record of the Insurance Policy number, expiry date and the type of cover provided.

English for Speakers of Other Languages (ESOL)

Entry into mainstream classes depends upon reaching an appropriate level of English proficiency. Students are required to take a Wentworth College/ESOL placement test. Students who meet the required standard will be placed in mainstream classes at the level deemed appropriate by the school. Students who do not meet the required standard will be given a course in the ESOL Language Unit. A certificate of achievement will be issued at the end of the year.

School Fees for International Students

All Fees are payable in advance for the full academic year, before the student is formally enrolled at Wentworth College. You will not be able to complete the student visa process until Immigration New Zealand receives a fee receipt. Therefore, you should ensure that you pay your fees in enough time to get your Student visa approved and processed. Goods and Services Tax (at 15%) is included in all fees stated below. The Refund Policy is stated in Part 2 of the application form.

For the most up-to-date fees please see the Fee schedule

Additional Costs

Students are required to provide their own calculators and to purchase their own textbooks and stationery. In certain subjects second-hand textbooks may be available to purchase. Students should allow approximately NZ\$3,000.00 to cover course costs, uniforms and, in the case of Sports Academy students, tournament and travel fees.

Other items to consider

These vary according to the individual programme chosen by the student and are not covered by the tuition fee. These may include:

- Student ID card
- Bus Fares
- Visa Renewal

Refunds

All information regarding refunds is in the Refund policy in Part 2 of the Application form. Please note the application fee of NZ\$250.00 and the Enrolment Fee of NZ\$1000.00 are both non-refundable.

PASTORAL CARE

Orientation Program and Support Services

The International Student Director and the International support staff are responsible for the pastoral care of international students.. The team is in touch with all the homestay families. When you arrive you will be taken to meet your homestay family. Regular checks will be made to ensure that everyone is settling in well. Your homestay family will be encouraged to show you around the Whangaparaoa area.

At the beginning of the academic year, students are encouraged to report to school in time to be part of the school's orientation programme. You will be notified of the date well in advance. The International Student Director and support staff will show students around the College and explain its systems, assess them for academic achievement (particularly in English), advise them on an individual programme and finally place each student in their tutor group and allocate subjects.

Contact Details

Telephone: 09 424 3273

Email: rvaudrey@wentworth.school.nz

The postal address is:

Rachel Vaudrey
International Student Director
Wentworth College
P.O. Box 650
Whangaparaoa
Auckland 0943
NEW ZEALAND

ACCOMMODATION**Homestay**

All international students enrolled at Wentworth College must be in a homestay approved and monitored by the college. Homestays are arranged by the college with carefully selected families in the Whangaparaoa community who value the opportunity to welcome a student from another country into their home. These homes have been vetted by the NZ police and will be monitored by the school. Applications should be made on the 'Accommodation Requirements' form in the International Students Application Forms. The Offer of Place includes a guarantee stating that the accommodation complies with the Code of Practice which is required before a visa can be issued.

If parents wish a student to live with a Designated Caregiver or DCG (family friends or relative), the parents must apply to the school and complete the form 'Indemnity Document for Students Living with a Designated Caregiver' in the Application Forms. In order to be approved, a DCG must agree to be interviewed, provide references, and agree to a police vetting of all members of their household over 18 years of age. They must also agree to an inspection of their home and visits to ensure the student's welfare, as required under the Code of Practice. No designated caregiver will be approved unless there is an adult member of the household who is able to communicate in English fluently.

In conjunction with the "Code of Practice" Wentworth College will visit all homestays/homestay caregivers twice a year.

Students may not live in rented flats, apartments or in any circumstances not approved by the college. Any student doing so will have his or her enrolment at Wentworth College terminated.

Homestay Costs

Current costs are listed in the Fee Schedule. Payment of the full sum for the period of the enrolment is made in advance to Wentworth College, which reimburses the homestay hosts. This lump sum payment at the beginning may cover a portion of the amount of living expenses required for student visa purposes.

Holidays

All International Students must inform the International Director/Principal, Wentworth College who will also inform their homestay host/designated caregiver of intended holiday and travel arrangements which must be approved either by the parents in writing to the school or by the school itself. Students are not permitted to leave until the official end of each term. Any leave outside of this time needs to be applied for in writing to the Principal. Students under 18 years are not permitted to stay in hotels/motels/backpackers without a suitable adult accompanying them and with the permission of the International Director.

Changing Homestay

If a student needs to change homestay for a valid reason, as approved by Wentworth College, there is no extra charge for this. However if a student has to change homestay more than once because of his or her unreasonable demands or misbehaviour, a further placement fee will be charged.

Homestay Facilities

Homestay facilities will include, as a minimum:

- Private bedroom with wardrobe, chest of drawers and other appropriate bedroom furniture
- Study desk and chair with adequate lighting
- Standard bed with linen and blankets or duvet
- Heating appliance
- Clean and available laundry, bathroom and toilet facilities
- Provisions for emergency situations (eg, smoke alarms, a full first aid kit)
- Access to a telephone (This is shared with the family and calls are time monitored, restricted, etc)
- All meals. On weekdays, lunch will be provided for you to take to school, but all other meals during the week will be provided by your New Zealand 'family'.
- Daily opportunities to practise your English and experience a different culture.
- Internet

The College may not always be able to meet all the homestay requests of some students, such as hosts with no pets or with a specified religion, but will try to meet as many as possible. Once the student has settled into their homestay, follow-up visits will be made by the Homestay Co-ordinator or an approved Wentworth College staff member to ensure that both the student and family are happy with the arrangements.

What if You Have Problems?

At Wentworth College we will all work hard to make your stay in the school as free from worry as possible, especially when you first arrive. If you still experience a problem, here are some of the ways you can seek help. Your complaint will be treated in confidence and with respect.

If you are having a problem:

- with your homestay – Talk to the Homestay Coordinator or other International support staff
- with your friends or other students in the school – Talk to the International Support staff
- with your classes – your subject teacher or, if necessary the head of department for that subject or the International support staff.
- with anything else – Talk to the International Support staff

You are welcome to bring a friend or support person to help you discuss any problems if you need to. It is also best to ask for help early. This means that there is a chance to fix a small problem before it becomes a big problem

If you are still unhappy with the outcome, see the Deputy Principal (Mr Philip Lee), and if you are not satisfied you and your parents can write to the Principal (Mr Bruce Tong). You are welcome to use an advocate to speak on your behalf if you need to.

If you have followed this procedure and you still feel your problems have not been resolved, you may contact the New Zealand Qualifications Authority. You can download a Complaint form from the NZQA website <http://www.nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/formal-complaint-form.pdf>. You can then return your form and supporting documents to

The Complaints Officer
Quality Assurance Division
New Zealand Qualifications Authority
PO Box 160
WELLINGTON 6140

OR email it through to: gadrisk@nzqa.govt.nz

You must be able to show them in written form, that you have tried to get the school to act before you contact them. They will consult the school to see if anything can be done to help you.

If your complaint is regarding the contract or finances, you will need to make your complaint under the Dispute Resolutions Scheme or DRS through the iStudent Complaints facility operated by Fairway

Resolutions. You can find more information regarding this here: <https://www.istudent.org.nz/> . If you are unsure whether you should make your complaint to NZQA or through the iStudent Complaints service then contact NZQA first <http://www.nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/int-students-make-a-complaint.pdf>.

Contract of Enrolment

Liability

To the fullest extent permitted by the Consumer Guarantees Act 1993 or otherwise at law or in equity, Wentworth College shall under no circumstance be liable to the student or the applicant(s) or any other person for direct or indirect or consequential loss or damage of any kind arising out of or attributable to any breach by Wentworth College of its obligations under the Contract of Enrolment, negligence on the part of Wentworth College or any act or thing done or not done by Wentworth College. For the purpose of this Contract of Enrolment consequential loss shall include (without limitation), loss of income or profit and loss or damage to persons or property.

Privacy Act

The information collected by Wentworth College during the enrolment process and during the period in which the student is enrolled at Wentworth College is intended for use in connection with the education and well-being of the student and may be used by any of the staff at Wentworth College or any consultant to Wentworth College in connection with that purpose. Information may be retained to enable Wentworth College to contact former students. You have the right of access to and correction of the personal information collected by Wentworth College.

Code of Practice for the Pastoral Care of International Students

Introduction

When students from other countries come to study in New Zealand, it is important that those students are well informed, safe, and properly cared for. New Zealand educational providers have an important responsibility for international students' welfare.

These notes provide an overview of the "Education (Pastoral Care of International Students) Code of Practice 2016." (the Code), and provides a procedure that students can follow if they have concerns about their treatment by a New Zealand educational provider or agent of a provider. You can get a copy of the information below from the NZQA website (<http://www.nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/2016-Code-pamphlet-pdfs/2016-Code-of-Practice-summary-English.pdf>) or from the International Department team at Wentworth College.

What is the Code?

New Zealand education providers have an important role in ensuring the wellbeing of their international students. The Code sets out the minimum standards of advice and care that are expected of education providers for international students. This ensures students coming from other countries to study in New Zealand are well informed, safe, and properly cared for. New Zealand defines international students as those that are not domestic students. There is further information about this on the New Zealand Ministry of Education website at www.education.govt.nz The New Zealand Qualifications Authority (NZQA) is the administrator of the Code on behalf of the New Zealand government.

Who does the Code apply to?

All education providers in New Zealand who enrol international students must be a signatory to the Code and adhere to its requirements. A list of education providers that have signed up to the Code is available on the NZQA website at www.nzqa.govt.nz

How can I get a copy of the Code?

You are encouraged to read the Code, which is available on the NZQA website in several languages. If you have further questions about the Code you can email code.enquiries@nzqa.govt.nz. Or you can request a copy from your Education provider.

What can you expect from your education provider?

Students and their families can expect education providers to:

- provide clear, sufficient and accurate information so you can make informed choices about your education
- give you clear, understandable information on your legal obligations and rights, including refund policies, and termination of your enrolment under any contracts you enter into with the provider
- check that you have the prescribed insurance cover
- provide a safe and supportive environment for study
- as far as practicable, ensure you live in accommodation that is safe and appropriate
- provide you with a comprehensive orientation programme to support you in your study and outline your obligations
- monitor their agents to ensure they provide you with reliable information and advice about studying, working and living in New Zealand
- ensure that the educational instruction on offer is appropriate for your expectations, English language proficiency, and academic capability
- have proper policy and processes in place to safeguard students' fees paid and be able to provide an appropriate refund if you withdraw or your course closes
- ensure you have access to proper and fair procedures for dealing with grievances (concerns or complaints).

What if something goes wrong?

If you have concerns about how your education provider or an agent is treating you, you should first contact your provider and follow their grievance procedure. Education providers must have an internal grievance procedure to listen to and deal with any concerns or complaints to ensure a fair result. They will have designated a person who you can talk to and who will advise you on how to address your concerns or complaints. This may be the principal or the international student director. If the provider's grievance process does not address your concerns or complaints, you can contact:

- NZQA (for concerns and complaints about a provider breaching the Code) or
- iStudent Complaints (for concerns and complaints about money or contracts).

Is your complaint about a provider breaching the Code?

As the Code administrator NZQA has the legal authority to investigate potential breaches of the Code. It has a process for finding out if the concern or complaint is valid and if a provider has breached the Code. This includes getting information from both the student who has raised the concern or complaint and the education provider. For information about how to make a complaint see the NZQA website <http://www.nzqa.govt.nz/about-us/make-a-complaint/make-a-complaint-about-a-provider/>

Is your complaint about money or contracts?.

iStudent Complaints is an independent service provided by the New Zealand government that can help you resolve concerns and complaints that are about money or contracts with an education provider. The service is free.

You can contact iStudent Complaints in a few ways:

Website www.istudent.org.nz

Email: complaints@istudent.org.nz

International phone number 64 4 918 4975

Freephone (within New Zealand) 0800 00 66 75

Fax 64 4 918 4901

Facebook www.facebook.com/istudent.complaints

WeChat (search for 'NZ iStudent Complaints' Chinese language only)

Post: iStudent Complaints P.O. Box 2272 Wellington 6014 New Zealand