

# Maidstone Intermediate School

## INTERNATIONAL SCHOOL LEARNER APPLICATION FORM AND CONTRACT OF ENROLMENT

### PART ONE: APPLICATION FORM

**Notes:**

- It is important that all relevant information about the international school learner (ISL) is included in this application. This information is used to ensure that the ISL is supported properly upon arrival and while enrolled, 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 ISL 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.
- The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 requires that all ISLs under 10 years of age must live with a parent or legal guardian in New Zealand while enrolled at a school, unless they are accommodated in a school hostel. Where an ISL under the age of 10 years is found to be living in accommodation other than with a parent or legal guardian, or in a school hostel, they will not be permitted to attend school and this will result in the withdrawal of an Offer of Place or the summary termination of a Contract of Enrolment.

International School Learner Details (Name must be as it appears on your passport)	
Family name:	
First name:	Date of birth:
Preferred name:	<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> _____
Email:	
Address: (In home country)	
First language:	Country of citizenship:
Passport number:	Expiry date:
Intended start date:	Intended end date:

Parent One or Legal Guardian: (Name must be as it appears on your passport)	
<b>NOTE: It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section MUST be the contact information for the parents or legal guardian.</b>	
Title:      Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/>	Occupation:
Family name:	Date of birth:
First name:	Relationship to student:
Street address	
Postal address	
Home phone:	Mobile:      Email:
First language:	Country of citizenship:
Passport number:	Expiry date:

Parent Two or Legal Guardian: (Name must be as it appears on your passport)	
<b>NOTE: It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section MUST be the contact information for the parents or legal guardian.</b>	
Title:      Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/>	Occupation:
Family name:	Date of birth:
First name:	Relationship to ISL:
Street address:	

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

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

Emergency Contact (In home country, other than parents):	
Contact's name:	
Relationship to the ISL:	
Mobile phone:	
Home phone:	
Email address:	

Agent Information (If using an agent)	
Agency name:	
Agent name:	
Agent email address:	Phone:

Medical Information
Name of doctor (in home country):
Phone number of doctor:
Has the ISL had any previous physical or mental health illness or problems that may affect their enrolment?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details including doctor or hospital reports (attach more pages if required).
Has the learner been vaccinated for any diseases?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide a copy of the vaccination certificate.
Please tick the appropriate box if you suffer from or have suffered from any of the following medical conditions:
<input type="checkbox"/> Asthma <input type="checkbox"/> Back/Neck problems <input type="checkbox"/> Glandular Fever <input type="checkbox"/> Allergy to bee/wasp stings <input type="checkbox"/> Migraines <input type="checkbox"/> HIV or AIDS <input type="checkbox"/> Diabetes <input type="checkbox"/> Hepatitis A, B or C <input type="checkbox"/> Depression/Anxiety <input type="checkbox"/> Heart Condition <input type="checkbox"/> Tuberculosis <input type="checkbox"/> ADD/ADHD <input type="checkbox"/> Allergies <input type="checkbox"/> Food Allergies <input type="checkbox"/> Eating Disorder <input type="checkbox"/> Epilepsy <input type="checkbox"/> Mobility issues <input type="checkbox"/> Behavioural Difficulties <input type="checkbox"/> Learning Difficulties <input type="checkbox"/> Mental Illness <input type="checkbox"/> Depression/Anxiety <input type="checkbox"/> Autism Spectrum Disorder <input type="checkbox"/> Asperger's Syndrome <input type="checkbox"/> Covid-19 <input type="checkbox"/> Other: (Please describe)
Does the learner have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach more pages if required).
Is the learner currently on any medication?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach more pages if required).
<i>Please 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.</i>
Is there anything further regarding the health of the learner that the school needs to be aware of in enrolling and supporting the learner as an international school learner?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach more pages if required).

Do you agree to the school providing over-the-counter medication *such as acetaminophen, paracetamol or ibuprofen?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If 'No' please specify what medications you do not want the learner to receive:	

<b>Learning Information</b>	
Current school:	Grade/Year level:
If the learner does not currently attend school, please give reason and date of last attendance:	
Please describe your learning goals for studying in a New Zealand school (attach more pages if required).	
How many years of schooling <b>not including pre-school education</b> has the student had?	
During this time, has the learner not attended school for 1 month or longer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please give details (dates and reason):	
Please provide a copy of the latest two school reports for the learner with this application	
Does the learner have any learning difficulties which may require extra school support or services?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If 'Yes' please provide details (attach more pages if required).	
Does the learner have behavioural difficulties which may require extra school support or services?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If 'Yes' please provide details (attach more pages if required).	


<b>General Details</b>	
Has the learner previously applied for entry to the school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, when?	
Has the learner ever had a family member or relative enrolled at the school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name:	Year attended:
Has the learner previously studied at any other NZ school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please state the name of the school:	Dates:
How many years has the learner studied English?	[ ] Months [ ] Years
Please indicate the learner's level of English:	<input type="checkbox"/> Complete beginner <input type="checkbox"/> Able to hold simple conversations <input type="checkbox"/> Able to understand enough to know what is going on in the classroom
Do the learner's parents speak or read English?	Speak <input type="checkbox"/> Yes <input type="checkbox"/> No Read <input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Accommodation Requirements:</b>
<b>NOTE: The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 requires that all learners under 10 years of age must live with a parent or legal guardian in New Zealand while enrolled at a school unless they are accommodated in a school hostel.</b>
The learner will live with a residential caregiver: (Please select the type of residential caregiver the student will live with)
<input type="checkbox"/> School hostel <input type="checkbox"/> Homestay <input type="checkbox"/> Designated caregiver (relative or family friend)
OR
The learner will live with: <input type="checkbox"/> Parent or legal guardian

Does the learner have any food allergies or special dietary requirements?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach more pages if required).
Does the learner have any other special requirements for accommodation? (pets, cultural or religious requirements, phobias)
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach more pages if required).
If living with a host family (10 years of age or over only), please provide a brief letter introducing the learner to the host family and attach the letter to this application

Designated Caregiver Details (If the learner is staying with a relative or close family friend)	
Name of caregiver/s:	
Address (in NZ):	
Home phone:	Mobile:
Email:	
Relationship to student:	

Insurance Details (Insurance must cover the period from date of departure to date the ISL arrives back in his/her home country)
Do you wish to purchase insurance through the school? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>NOTE:</b> If you are purchasing your own insurance for the learner, you must provide an English copy of the policy and certificate to the school before departure from home country.
If you wish to purchase your insurance through the school, please ensure the medical information section on this form is completed fully and accurately to ensure appropriate coverage for the student for any pre-existing conditions they may have.

Checklist of documents and Information you must include with your application	
Photograph of the learner	Passport size photograph 
A copy of the learner's last two school reports	
A hand-written letter from the learner introducing themselves, and explaining their reasons for wanting to study at the school	
A copy of the learner's passport including passport number and expiry date	
A copy of the learner's insurance policy details, if booking their own, with English translation (this may be submitted after enrolment is confirmed but must be prior to departure from the home country)	
A copy of the learner's vaccination certificate	

## PART TWO:

THE TERMS AND CONDITIONS ATTACHED TO THIS APPLICATION, FORM AND GOVERN THE STUDENT'S TUITION AT THE SCHOOL. BY SIGNING BELOW 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 School and the Parents, which governs the Student's accommodation arrangements.

**Act** means the Education Act 1989.

**Agreement** means this Agreement including any schedules.

**Application Form** means the standard enrolment form which forms the cover page of this Agreement.

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

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

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

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

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

**Learner** means the International School Learner (ISL) referred to in the annexed Application Form.

**Legal Guardian** means the person or persons who is legally the guardian of the learner 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 learner'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 to in the annexed Application Form.

**School Hostel** has the meaning as set out in the Code.

**Termination** means termination of the Agreement and includes termination by the School expelling or excluding the Student.

**Tuition** means the education of the ISL 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 ISL begins on the course start date stated in the ISL's Offer of Place and ends on the course end date stated in the ISL's Offer of Place, or on such earlier date as the parties agree or the School terminates the Agreement according to clause 29 or 31 of the Agreement.

#### Preliminary Provisions

2. The Agreement is declared to be a Contract of Enrolment in terms of section 2 of the Act.
3. The School shall provide Tuition to the ISL in line with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.

#### Terms of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the ISL begins 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 ISL's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the ISL is in New Zealand before or after the Period of Enrolment will be at the risk of the ISL and Parents and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the ISL 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 ISL and 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 ISL for the renewed term.
6. The School is not responsible for the ISL if the learner chooses to leave New Zealand during the Period of Enrolment. Should the learner leave New Zealand during the Period of Enrolment other than as part of a School organised trip the School's responsibility for the learner shall end upon the learner's departure and resume upon the learner returning to New Zealand.
7. This Agreement is considered to be written agreement from the parents that the School is not responsible for the learner's day-to-day care where the learner is in the custody of a Residential Caregiver who is a supervisor for the ISL while the learner is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the ISL for the purpose of supervising them during the Period of Enrolment.
8. The School is not responsible for the ISL's day-to-day care where the learner is in the custody of a person approved by the Parent as part of a transfer of care arrangement in accordance with the Code.

9. During the Period of Enrolment the ISL must keep the School reasonably informed of their whereabouts including without limitation if the ISL intends to leave New Zealand during the Period of Enrolment.

#### Accommodation

10. The Parents agree that where the ISL is under the age of 10 years at any time during the Period of Enrolment, the learner will live with one or both Parents at all times while aged under 10 years unless the learner is accommodated in a School Hostel. For the avoidance of doubt, learner aged 10 years and over may live with a Residential Caregiver.

11. The Parents agree that no changes to accommodation arrangements will be made without the prior written agreement of the School.

12. The Parents agree that this Agreement is subject to and conditional on the School being satisfied that the ISL has appropriate accommodation arrangements in place and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.

13. For ISLs not living with the Parents, the Parents authorise the principal of the School to inform 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 place of the Parents.

#### Immigration and Insurance

14. The Parents agree to comply with the visa requirements as set out in the Immigration Act 2009, and any visa conditions applicable to the ISL's stay in New Zealand. The Parents understand that the School has an obligation to report any breaches of the visa requirements to the appropriate immigration authority.

15. The ISL must maintain an up-to-date visa as stipulated by Immigration New Zealand.

16. The Parents agree that it is a condition of enrolment that the ISL 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, **covering the period from date of departure from, to date of return to, home country.** If appropriate evidence is not provided, the School may organise insurance it considers appropriate and pass on this cost to the Parents or may refuse to allow the learner to attend classes until appropriate evidence of insurance is provided.

17. The Parents agree they have read the policy details for the ISLs travel insurance policy and any other relevant information provided by the insurer from time to time and:

- (a) agree that where the school arranges the insurance, the Parents have disclosed all medical conditions that may affect insurance cover, and
- (b) accept all exclusions that apply to the insurance cover.

18. The Parents agree to cover any costs for the ISL that are excluded by the learner's travel insurance policy and that not covered by publicly funded medical services in New Zealand. For the avoidance of doubt, the Parents agree that the School is not responsible for any costs incurred on behalf of the Student that are excluded by the learner's travel insurance policy or not covered by publicly funded medical services in New Zealand.

#### Fees

19. The Fee must be paid to the School in advance of each Period of Enrolment or as otherwise directed by the School. The Parents agree to comply with School policies regarding the payment of the Fee.

20. If Tuition is terminated by the School during a Period of Enrolment, any refund of the Fee applicable to that Period of Enrolment will be assessed according to the refund policy contained in Schedule Three, as updated by the School from time to time.

#### Information, Warranties and Acknowledgements

21. The Parents agree to provide the School with educational, medical, financial or other information relating to the wellbeing of the ISL as may be requested from time to time by the School. If the Parent/s provide misleading information or fail to disclose information about the learner to the School, such that the School has to change or modify the level of Tuition or Accommodation required by the learner, the School may charge the Parents such fees as required to adequately compensate for such extra requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents must notify the School of any changing conditions in relation to the learner.

22. The Parents confirm that:

- (a) The ISL 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 learner or any other learner at the School, except as disclosed in writing in the Application Form;
- (b) The ISL does not have any medical or other special needs that require extra support, except as disclosed in writing in the Application Form;
- (c) All information in the Application Form is true and correct to the best of their knowledge and belief.

23. The Parents acknowledge that:

- (a) The School may obtain at any time from any person or organisation any information it requires to process and/or accept the ISL for admission to the School or to perform or complete any of the other purposes under this Agreement. The Parents authorise any such person to release to the School any personal information that person holds concerning the learner and/or Parents.
- (b) If the Parents fail to provide any information requested in relation the ISL's admission to the School, the School may be unable to process the learner's application.
- (c) This Agreement is conditional at all times on the ISL having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, then this Agreement will be at an end.
- (d) Personal information of the ISL 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 learner's eligibility to receive Tuition at the School and Accommodation.



- (e) The Parents agree that where the ISL 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 ISL 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 considered 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 ISL 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 learner, may be released to relevant parties outside the School, at the discretion of the School.
- (j) Photographs and videos of the learner may be used for the learner's records and in any publicity material for the School including social media posts by school staff, unless otherwise agreed in writing by the parties.

#### Agreement

- 24. The Parents, who have signed this Agreement 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 ISL including, but not limited to, medical, financial, educational or welfare information;
  - (b) Provide agreements on the ISL's behalf in the event of a medical emergency where it is not reasonably possible to contact the Parents.
- 25. Where the ISL lives with the Parents, the School shall seek specific written agreement of the Parents in accordance with school policies and procedures before the learner participates in any activity either organised by the School or by another party on behalf of the School.
- 26. Where the ISL is in the care of a Residential Caregiver, the School shall seek specific written agreement of the Parents before the learner 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 learner to stay away from their regular accommodation overnight.
- 27. Where the ISL is in the care of a Residential Caregiver, except in the circumstances described in clause 26, this agreement is considered to be written agreement of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether agreement is sought from domestic students in relation to the same activity.

Where the ISL is in the care of a Residential Caregiver, unless otherwise agreed in writing by the parties, this Agreement is considered to be written agreement for leisure travel or stays organised and supervised by the ISL's Residential Caregiver where the travel is within New Zealand for a period of not more than seven days and does not result in the learner missing any scheduled school days.

#### Conduct, Discipline and Termination

- 28. The ISL 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 Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.
- 29. In the event of any breach of this agreement by the ISL or the Parents, the School may take any disciplinary step it considers appropriate, including terminating this Agreement, and/or suspending, excluding or expelling the learner and (if applicable) notify Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the learner.
- 30. Without limitation, the following actions shall be considered to be breaches of this Agreement which may warrant disciplinary action:
  - (a) Refusal by the ISL to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
  - (b) Any breach of the School Code of Conduct by the ISL;
  - (c) Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the learner or Parent;
  - (d) Any act by the ISL during the Period of Enrolment that creates a risk to the safety of any person;
  - (e) Any act by the ISL during the Period of Enrolment that threatens the education of any other student;
  - (f) Any breach of clauses 15 or 16 of this Agreement or of the warranties contained in clause 22 of this Agreement;
  - (g) Failure to make payments according to the Fee Schedule; and
  - (h) Any other breach of this Agreement
- 31. Where appropriate, the School will follow the process set out in the Disciplinary Policy in this Agreement as Schedule Two when exercising its disciplinary powers as stated in clause 30 of this Agreement, but nothing in this Agreement shall limit the power of the School to immediately 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

- 32. 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.

33. This Agreement shall be construed and take effect according to 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:
- (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.
34. 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 considered to have been received ten (10) days after posting.
35. Notices may also be given by sending an email to the email addresses specified on the first page of this agreement and will be considered to have been received 12 hours after it has been sent.
36. This Agreement contains the entire understanding between the parties. The terms of the Agreement may be changed by the School in consultation with the 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.
37. The ISL shall at all times comply with the Health and Safety at Work Act 2015.
38. Nothing in this Agreement limits any rights that the Parents or learner may have under the Consumer Guarantees Act 1993.
39. The parties acknowledge that before signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
40. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.
41. The parties agree that any dispute in relation to this Agreement will be resolved in line with the Code and the School Policies.



## PARENTS' 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 learner, including by expulsion
- (ii) that control and limit the learner'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 agreement for the School to permit certain activities without further agreement from the Parents.

*This is an important legal document, please read all clauses carefully.*

**By signing this agreement you:**

1. Confirm that all of the information in the application form is true and complete.
2. Confirm that where the ISLs is under 10 years of age, the learner will live with a parent in New Zealand while enrolled at the School unless they are accommodated in a School Hostel.

### SIGNING

#### Parents

By signing below, the Parents (as applicable) confirm that they have read the Agreement and agree to be bound by it in all respects: (please also initial each page of the Agreement, including the schedules)

Name(s): \_\_\_\_\_

\_\_\_\_\_

Signature(s): \_\_\_\_\_

\_\_\_\_\_

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

#### School

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

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

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

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

# Code of Conduct

(Schedule One)

***Positive behaviour and learning is a way of life at Maidstone Intermediate School. All International School Learners are encouraged and supported to manage, and take responsibility for, their choices and actions.***

What you are expected to do during your enrolment at Maidstone Intermediate School:

## **In the classroom**

- Participate in all learning activities
- Attempt all tests and assessments to the best of your ability.
- Share the culture of their own country within the school when the opportunities arise.

### 1.1 At School

- Attend school every day (maintain 100% attendance), except for legitimate family or medical reasons
- Participate in cultural and sporting opportunities.
- Contribute to the life of the school.
- Obey all school rules.
- Wear the correct school uniform.
- Do not bring to school any banned substances or dangerous equipment (these include cigarettes, tobacco, matches, lighters, pipes, alcohol, dangerous or unlawful drugs/substances, chewing gum, solvents, solvent-based glue, aerosol cans/sprays, water or stink bombs; fireworks, knives, weapons of any description (including imitation weapons) or any dangerous or potentially hazardous material or items; offensive written or pictorial material, printed or electronic.)

### 1.2 Outside School

Follow the Laws of New Zealand (you will be sent home IMMEDIATELY if you break any of the following rules):

- You may not own or drive (a car or motorbike) (it is illegal because you are under 18 years of age)
- You may not seek employment, use drugs, smoke/vape or drink alcohol (it is illegal because you are under 18 years of age)
- You may not hitchhike or walk alone in surrounding bush and isolated areas
- You may not break any law of New Zealand
- You may not obtain a fake NZ ID
- You may not use ride-sharing apps (it is illegal because you are under 18 years of age)

You must get permission from the school, the agent AND your parents, to:

- Travel with any non-school groups e.g. church groups, sports groups.
- Travel to stay with a non-Homestay family (who must be police vetted).
- Travel outside New Zealand.
- Take part in quad bike riding, jet skiing, scuba diving, bungee jumping or caving.

UNDER NO CIRCUMSTANCES CAN you participate in skydiving either alone or in tandem, participate in gun sports or travel in a private plane. This is because there is no insurance for these activities.

## **Accommodation (if living with a Homestay family)**

- Must live in school-approved accommodation
- You MUST OBEY all accommodation rules (home stay) curfews. Return to your homestay on time (usually no later than 6pm in the evening) and always ask permission from your homestay parents if you wish to stay out later.

# Disciplinary Policy

(Schedule Two)

1. The following is the school's current disciplinary policy for dealing with breaches of the Agreement. This is not intended to restrict the school's general power of discipline and this policy may be changed from time to time at the discretion of the school.

## Overview

2. Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not call for any formal response other than a warning, the school will try, where appropriate, to follow a two-stage disciplinary process.
3. In Stage One, the school will investigate and decide 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 decided 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 and the Parents will have an opportunity to provide a response to the alleged breach that the school is investigating (**the Allegation**) and any proposed disciplinary action that the school is considering taking (**the Proposed Action**).
6. This policy does not limit the school's power to take appropriate disciplinary action urgently and without following this process if this is necessary having regard to the seriousness of the breach.
7. This policy also does not limit the school's power to suspend the student for the duration of the disciplinary process where suspension is considered necessary for the safety or education of any person.

## General Policy

8. When the school is conducting a disciplinary process involving the International School Learner (ISL) it will aim 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 ISL;
  - (c) an opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (keeping in mind the seriousness of the Allegation or the Proposed Action) before giving a response;
  - (d) an opportunity to contact their parent before giving a response, unless the delay caused by contacting that person is unreasonable keeping in mind the seriousness of the Allegation or Proposed Action;
  - (e) an opportunity to have an independent support person of their 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 enable the student to participate in the process in their own language) during any meeting or process if the school or the ISL considers that a language barrier means that a translator is required; and
  - (h) a copy of this policy setting out the rights which the ISL has when engaging in the disciplinary process.

## Disciplinary Procedure

### Stage One: Incident Investigation

9. When the school learns of any incident or any other thing that may be a breach of the Agreement or might otherwise require a disciplinary response, the school will notify the ISL of the Allegation and will provide the ISL with an opportunity to give a response.
10. Where appropriate, keeping in mind 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 ISL. 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 inform the ISL 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 inform the ISL and parent of the possible disciplinary actions that it will consider taking in response to the breach and will provide the ISL and parents with an opportunity to give a response.
13. Where appropriate, keeping in mind the seriousness of the breach, the ISL and parent will have the opportunity to respond either in person or in writing or both, at the choice of the ISL. The school will receive this response and give it genuine consideration before deciding the disciplinary action to be taken.
14. When the school decides the disciplinary action that it will take in response to the breach, it will inform the ISL 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 ISL and parents have been informed of the decision.

# Refund Policy

(Schedule Three)

## Rationale

As a signatory to the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021, Maidstone Intermediate School must ensure that the parents of International School Learners (ISLs) are provided with sufficient information to understand their rights and obligations under this Refund Policy.

## Purpose

- To outline how Maidstone Intermediate School will respond to situations specified in the Code (Clause 80-81).
- To define the process that the school will follow when a request for a refund of international fees is made by Long-stay (LS) and Short-stay (SS) ISLs
- To ensure clarity and transparency in handling requests for a refund of international fees.

## Guidelines

1. The school will consider all requests for a refund of international fees must be made in writing within twelve months after the final enrolment date of the ISL.
2. A request for a refund should provide the following information to the school:
  - a. The name of the international school learner
  - b. The reasons for the request
  - c. The amount of the refund request
  - d. The name of the person making the request
  - 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 (e.g., receipts, invoice)
3. The school, may, in its sole discretion, request further information or evidence in support of a refund request.

## Non-refundable Fees

4. 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:
  - **Administration Fee:** Administration fees meet the cost of processing an international student application. Administration fees exist whether an application is accepted or not or whether a student remains enrolled after an application is accepted.
  - **Insurance:** Once insurance is purchased, the school is unable to refund insurance premiums paid on behalf of a student. Students and families may apply directly to an insurance company for a refund of premiums paid.
  - **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 depending on the time of year the request is received.
  - **Homestay Placement Fee:** Homestay placement fees meet the cost of processing a request for homestay accommodation for the student prior to the refund request and cannot be refunded.
  - **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.
  - **Outstanding 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.
5. Any refunds paid are subject to request for a refund.

## Request for a refund for failure to obtain a study visa or for reasons relating to COVID-19

6. If an ISL fails to obtain an appropriate study visa, a refund of international tuition fees will be provided, less an administration fee of \$500.
7. If an ISL withdraws before the start of their enrolment owing to medical or travel conditions arising from COVID-29, the school will provide a full refund of fees.

## Requests For a Refund for Voluntary Withdrawal – before enrolment

8. If an ISL voluntarily withdraws *more than* 3 weeks prior to the start date of their enrolment, a full refund will be provided, less an administration fee of \$500.
9. If the ISL voluntarily withdraws three weeks or less before the start date of their enrolment, a refund of international fees will be provided less a minimum of ten weeks tuition as well as the non-refundable administration fee of \$500.

## Requests For a Refund for Voluntary Withdrawal – before enrolment

10. If an ISL voluntarily withdraws on or after the start date of their enrolment, reasonable notice or withdrawal is required by the school.
11. Unless otherwise agreed by the school, a refund will be provided less a minimum of 10 weeks tuition fees and any other relevant non-refundable fees as outlined in this policy.
12. The minimum 10 week notice period begins the day after the date on which the school receives written notice of the ISL's intention to withdraw.
13. Where the ISL is enrolled for one term or less and withdraws early, or where the school terminates the ISL's enrolment, any unused portion of the international fees will not be refunded.
14. Administration, insurance, and homestay placement fees are non-refundable.
15. The refund will be paid to the nominated bank account.

## Requests for a refund for failure to provide a course, cessation as a signatory or cessation to be a provider

16. 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 ISL or their family to either:
  - Refund the unused portion of international tuition fees or other fees paid for services not delivered,
  - Transfer the amount of any eligible refund to another provider, or
  - Make other arrangements agreed to by their family and the school.

## When the International School Learner's enrolment is ended by the school

17. In the event the ISL's enrolment is ended by the school for a breach of the Contract of Enrolment, the school will consider a request for a request for a refund less:
  - Any non-refundable fees set out in this policy
  - Ten weeks tuition fees from the date of termination
  - Any other reasonable costs that the school has incurred in ending the ISL's enrolment

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

18. If the ISL becomes a domestic student after the start date of enrolment, reasonable written notice of the change is required by the school.
19. 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. The ten weeks will begin the day after the school receives written evidence of the student's domestic student status.

## Where the Student voluntarily requests to transfer to another signatory

20. If the ISL requests to transfer to another signatory after the start date of their enrolment, reasonable written notice of the transfer is required by the school.
21. Unless otherwise agreed by the school, a refund will be provided less a minimum of ten weeks tuition fees and any other relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after the school receives written notice of the student's intended withdrawal.

## Request for a refund of homestay fees

22. If for any reason, the ISL withdraws after the start of their stay in a school homestay, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
23. 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

24. Except by written request from parents, prepaid fees unused at the end of enrolment amounting to less than NZD\$500 will be refunded to the Student in cash. Sums of NZD\$500 or greater will be refunded into a nominated bank account.

## Outstanding activity fees or other fees

25. Any activity or other fees incurred by the ISL 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

26. 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

27. A decision by the school relating to a request for a refund of international fees will be provided to the ISL or parents 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

28. In the event the ISL or their parent is dissatisfied with a refund decision made by the school or are dissatisfied with the process the school followed when making the refund decision, they have the right to have the refund decision reviewed by the International Student Disputes Resolution Scheme or to make a complaint to the Code Administrator.

## PART THREE:

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

### INTERNATIONAL SCHOOL LEARNER ACCOMMODATION AGREEMENT

(When placing a student in a School Approved Homestay)

Terms and Conditions:

1. For the purposes of this Agreement the following terms shall have the following meanings:
  - Accommodation** means the residential accommodation provided to the Student pursuant to this Agreement.
  - Accommodation Requirements** means the rules and requirements of the Accommodation as set out in Schedule One.
  - Agreement** means this Accommodation Agreement between the Student, School, and Parents which governs the Student's Accommodation arrangements.
  - Application Form** means the standard enrolment application form.
  - Code** means the Education (Pastoral Care of International Students) Code of Practice 2016 as updated from time to time and available online at [www.legislation.govt.nz](http://www.legislation.govt.nz) under Education (Pastoral Care of International Students) Code of Practice 2016.
  - Contract of Enrolment** means the agreement between the Student, the School and the Parents which governs the Student's Tuition.
  - Homestay** has the meaning as set out in the Code.
  - Parents** means the Parents referred to in the Application Form.
  - Residential Caregiver** means the person responsible for the Student at the Accommodation.
  - Residential Caregiver Agreement** means an agreement between the School and the Residential Caregiver.
  - School** means the school referred to in the Application Form.
  - 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 live at an Accommodation approved by the School in line with the requirements of the Code.
3. The Parents agree 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) According 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 see 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 changed 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 before 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 pay for extra requirements due to providing misleading information or the lack of disclosure; or
  - (b) Terminate this Agreement.

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

Updated August 2020



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 Homestay Carer Agreement or a Designated Caregiver Agreement; and
  - (b) the School's usual requirements and policies relating 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 agree for the Student to travel and stay overnight within New Zealand in the care of their Residential Caregiver for not more than seven days where the travel 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 agreement 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 will seek specific written agreement from the School before the Student, being a Student of any age, participates in any activities which are considered to be adventure activities or extreme sports. The School will only give such Agreement where approved by the Parents.
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 start their Homestay at the Accommodation 5 days before 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 before the expiry of the Period of Enrolment the Student will be required to move out of the Accommodation immediately. The School may, at its sole discretion, and without being required 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 move out of 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 find, over a reasonable period of time (as decided 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 according to 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 line with School Policies.

### **General**

19. This Agreement shall be construed and take effect according to 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:
  - (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 considered 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 considered 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 before signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.

### **Disputes**

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)  
 Updated August 2020

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

# Accommodation Requirements

(Schedule Four)

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

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

## SIGNING

### Parents

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

Name(s): \_\_\_\_\_

\_\_\_\_\_

Signature(s): \_\_\_\_\_

\_\_\_\_\_

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

### School

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

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

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

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

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

Updated August 2020

## PART FOUR:

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

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

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

School name: \_\_\_\_\_ (the **School**)

Student's name: \_\_\_\_\_ (the **Student**)

Name of parent one: \_\_\_\_\_

Name of parent two: \_\_\_\_\_ (together the **Parents**, each a **Parent**)

Name of caregiver one:  
(relative or close family friend): \_\_\_\_\_

Name of caregiver two:  
(E.g. partner of relative or close family friend): \_\_\_\_\_ (together the **Designated Caregivers**, each a **Designated Caregiver**)

Address: \_\_\_\_\_ (the **Residence**)

#### AGREEMENTS

1. The Parents are party to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are considered to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver/s will provide residential care for the Student while enrolled as an international student at the School.
3. The School has provided, and the Designated Caregiver/s have read and understood, the sections of the Education (Pastoral Care of International Students) Code of Practice 2016 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agree to act as Designated Caregiver/s to the Student according to these requirements.
4. For the avoidance of doubt, The Designated Caregiver/s agree that the accommodation provided is caring, safe, positive, is a healthy environment, and supports the Student to achieve their academic goals.
5. The School agrees that all information regarding the Designated Caregiver/s relating to the Agreement will be kept confidential, except disclosure to the Student or their parents, to any professional consultant or such person where it is in the interests of the Student to provide the information or according to any statutory or other legal duty.
6. Approval is required from the School before the Student is placed with the Designated Caregiver.
7. The Designated Caregiver/s agrees that approval will be provided only after appropriate safety and other checks have been completed by the School in line with the Code and School policies.
8. Failure by the Designated Caregiver/s 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.
9. The Designated Caregiver/s agree to support the Student to abide by all rules and expectations set by the School.
10. In the event the school withdraws its approval of the Designated Caregiver/s, 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.
11. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care provided by the Designated Caregiver/s and this may include regular visits to the Designated Caregiver/s and meetings with both the Student and the Designated Caregiver/s.
12. The Designated Caregiver/s 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 living at the Residence. For avoidance of doubt, an adult is a person 18 years of age and older.
13. The Parent/s agree that the School is not responsible for the Student's day-to-day care while in the care of the Designated Caregiver/s.

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

Updated August 2020

14. The Student will treat the accommodation provided by the Designated Caregiver/s ("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.

15. The parties agree that any dispute in relation to this Agreement will be resolved according to the Code and the School policies.

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

## SIGNING

By signing this agreement the Student, the Parent/s and the Designated Caregiver/s declare that the Designated Caregiver/s are eligible to be a Designated Caregiver under the Code (being someone who is personally known to the Student and/or Parent(s) as a relative or close friend and meets the other requirements of the Act and the Code).

### PARENT/S:

By signing below, the Parent/s confirm that they have read the Agreement and agree to be bound by it in all respects: (please initial each page)

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

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

### DESIGNATED CAREGIVER/S:

By signing below, the Designated Caregiver/s confirm they have read the Agreement and agree to be bound by it in all respects:

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

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

### SCHOOL:

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

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

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

# Parental Consent Form

(Schedule Five)

During their enrolment at Maidstone Intermediate School, International School Learners (ISLs) will participate in a wide range of learning opportunities, including sporting and cultural events, within and outside the school. Our students may require travel on educational trips outside the school, including overnight trips or trips outside Wellington. The school uses a process to identify and manage risks at every level of activity and this process is monitored by the Board and the Principal.

In addition ISLs may require a change of homestay, or urgent medical attention.

We recognise that all activities, each with specific requirements, require consent of parents.

<b>Activity Level 1</b> <ul style="list-style-type: none"><li>Activities held at school, or within the immediate local environs, for example, sports events, fun days, nature studies.</li></ul>	Consent required: Blanket permission provided by parents in the enrolment contract.
<b>Activity Level 2</b> <ul style="list-style-type: none"><li>Off-site events occurring entirely in school time and finishing no later than 4 pm, for example, zone sports, team sport events, class trips to the museum. Residential Caregivers are advised of the finishing time if it is later than 3:00 pm.</li><li>Off-site or on-site events occurring in one day involving risk assessed to be greater than that associated with the average family activity, for example, water activities (apart from swimming sports), rock climbing.</li><li>Events occurring overnight, for example, school camp, travel outside Wellington.</li></ul>	Consent required: Blanket permission provided in the enrolment contract, and parents are <b>informed</b> by the school that the event is to occur. Homestay Carers/Designated Caregivers will provide written consent for each event
Care of International Students according to the CODE such as change of homestay, urgent medical care.	Consent required: Blanket permission provided in the enrolment contract, but parents are <b>informed</b> that the event is to occur.

Name of ISL: \_\_\_\_\_

By signing this form:

- I/we give permission for my/our child (named above) to participate in "Education Outside the Classroom" activities.
- I/we delegate responsibility for consent for Activity Level 2 to the Homestay Carer/Designated Caregiver of my/our child, and understand that the School will keep me/us informed of events.
- I/we have provided the school with up-to-date medical and other information on the Contract of Enrolment form and will notify the school of any changes to that information.

Name of parent: \_\_\_\_\_

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

Name of parent: \_\_\_\_\_

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