

PART TWO – ENROLMENT TERMS AND CONDITIONS

AGREEMENT STRUCTURE

THIS ENROLMENT AGREEMENT IS MADE UP OF THE FOLLOWING PARTS:

- PART 1 – INTERNATIONAL STUDENT APPLICATION FORM
- PART 2 – ENROLMENT TERMS AND CONDITIONS
- PART 3 – INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT (only applicable to Students who live in a School approved Homestay)
- PART 4 – DESIGNATED CAREGIVER AGREEMENT (only applicable to Students who live with a Designated Caregiver)

TOGETHER, THE ABOVE PARTS OF THE ENROLMENT AGREEMENT GOVERN THE STUDENT'S ENROLMENT WITH THE SCHOOL.

BY SIGNING THE DECLARATION IN THIS PART TWO, THE SCHOOL AND THE PARENTS AGREE TO THE TERMS AND CONDITIONS OF THE ENROLMENT AGREEMENT. PLEASE ENSURE THE TERMS AND CONDITIONS ARE READ CAREFULLY BEFORE SIGNING.

PARTIES

The parties to this Agreement are:

1. Greenhithe School (a New Zealand primary school) located at Isobel Road, Greenhithe, Auckland 0632; and
2. The Parents of the Student, as named on the Application Form.

ENROLMENT TERMS AND CONDITIONS

Definitions

1. For the purposes of this Agreement, unless the context requires otherwise 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, on the terms set out at Part Three.

Act means the Education and Training Act 2020.

Agreement means this enrolment agreement (comprising the Application Form, the terms and conditions in this Part Two, and, where applicable, Part Three or Part Four) including any schedules.

Application Form means the enrolment form which is attached to, and forms Part One of, this Agreement.

Business Day means any day other than a Saturday, a Sunday, a public holiday in Auckland, New Zealand, or any day in the period 20 December to 15 January (inclusive);

Code means the Education (Pastoral Care of International Students) Code of Practice 2016, or any subsequent code of practice issued under the Act which updates or replaces that code.

Designated Caregiver has the meaning set out in the Code.

Designated Caregiver Agreement means the agreement between the School, the Designated Caregiver and the Parents which governs the Student's accommodation arrangements, on the terms set out at Part Four.

Disciplinary Action means disciplinary action taken by the School in respect of the Student, and includes termination of this Agreement and suspension, expulsion and exclusion of the Student.

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

Fee Schedule means the schedule of fees for Tuition, Accommodation and miscellaneous charges, which is available from the School on request and may be updated from time to time.

Homestay has the meaning set out in the Code.

Legal Guardian means a person who is legally responsible for the Student's wellbeing and financial support, and provides for the care of the Student in the Student's home country.

Offer of Place means a confirmed offer issued by the School in writing to provide Tuition to the Student, and does not include any provisional offer.

Parent means the Student's biological or legally adoptive parent who is responsible for the Student's wellbeing and financial support. 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.

Period of Enrolment means any period for which the Student is enrolled with the School, beginning on the course start date stated in the Student's Offer of Place and ending on the course end date stated in the Student's Offer of Place, subject to any agreed deferral or earlier termination in accordance with the terms of this Agreement.

Refund Policy means the School's policy for refunding Fees, as updated from time to time by the School at its discretion. The current Refund Policy which is in place at the date of this Agreement is attached at Schedule Two of this Part Two.

Residential Caregiver has the meaning set out in the Code.

School means Greenhithe School, as further described in the Parties section above.

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

Tuition means the education provided to the Student by the School.

Preliminary Provisions

2. The Agreement is declared to be a Contract of Enrolment as that term is defined in section 2 of the Act.
3. The School agrees to provide Tuition to the Student in accordance with the terms of this Agreement and the Code, in return for the payment of the Fee by the Parents to the School.

Term of Agreement

4. Subject to clauses 5, 6 and 7, this Agreement commences on the date that it is signed by both parties, and remains in effect until the end of the Period of Enrolment.
5. If the Parents wish to renew this Agreement or extend the Period of Enrolment (for the purposes of this clause 5, a "renewal"), they must make an application to the School in writing. Any renewal of this Agreement is at the sole and absolute discretion of the School and, without limiting the foregoing, is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For the avoidance of doubt, should this Agreement be renewed, the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student in respect of the renewal term.
6. If for any reason the Student is unable to attend the School for the planned Period of Enrolment, and the Parents become aware of this prior to the commencement of the Period of Enrolment, the Parents must notify the School in writing. The Parents may request that the School defer the Student's Period of Enrolment. Any such deferral is at the discretion of the School and subject to the deferral charges specified in the School's International Student Policy (as amended from time to time).
7. If the School cancels the programme in which the Student has been enrolled, then the School will offer the Student a place in the next available equivalent

programme. If no equivalent programme can be offered within the same calendar year as the planned Period of Enrolment, or if the Parents do not agree to the next available equivalent programme, then the School will refund the Fees to the Parents in accordance with the Refund Policy.

Responsibility for Student

8. Subject to the terms of this Agreement (including but not limited to clauses 9 and 10), the School is responsible for the Student and will provide Tuition to the Student during the Period of Enrolment. The parties agree that the School is not responsible for the Student during any period of time in which the Student is in New Zealand before or after the Period of Enrolment unless otherwise agreed in writing.
9. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment, the School's responsibility for the Student shall cease upon the Student's departure and resume upon the Student returning to New Zealand.
10. The School acknowledges that it has obligations under the Code to support the Student's safety and wellbeing. The Parents acknowledge and agree that the School does not have primary responsibility for the Student's day to day care outside of School, and specifically acknowledge that:
 - (a) where the Student is under 10 years old, a Parent or Legal Guardian is responsible for their day to day care;
 - (b) where the Student is 10 years or older, a Parent or Legal Guardian or a Residential Caregiver is responsible for their day to day care (including where the Student is in temporary accommodation, and during any transfer of care arrangement).
11. During the Period of Enrolment the Parents and the Student must keep the School reasonably informed of the Student's whereabouts including without limitation if the Student intends to leave Auckland or New Zealand during the Period of Enrolment.

Accommodation

12. The Parents agree that where the Student is under 10 years of age at any time during the Period of Enrolment, the Student will live with one or both Parents at all times. For the avoidance of doubt, Students aged 10 years and over may live with a Residential Caregiver.
13. The Parents agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate Accommodation arrangements in place and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.
14. The Parents agree that no changes to Accommodation arrangements will be made without the prior written agreement of the School.
15. If the Student is not living with their Parents, the Parents appoint the Residential Caregiver providing

Accommodation for the Student as their agent for the purpose of receiving information that the School would otherwise provide to the Parents, and authorise the Director of International Students of the School to advise the Residential Caregiver (whether or not arranged through the School) of all matters and information required to be provided to the Parents.

Immigration and Insurance

16. The Parents agree to comply with the immigration requirements as set out in the Immigration Act 2009, and any immigration conditions applicable to the Student's stay in New Zealand. The Parents understand that the School has an obligation to report any breach of the immigration requirements to Immigration New Zealand.
17. The Student must maintain an up to date visa as stipulated by Immigration New Zealand.
18. The Parents agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance (including cover that extends to repatriation or expatriation of the student as a result of serious injury or death, travel costs incurred by family members assisting with repatriation or expatriation, and death of the student). The insurance cover must apply to the Student's travel to and from New Zealand (even if such travel occurs outside the Period of Enrolment), Where the Parents have not elected (through the Application Form) for insurance to be arranged by the School, the Parents will provide the School with evidence of the relevant insurance policy at the time the Application Form is submitted. If appropriate evidence of cover is not provided, the School may organise insurance it considers appropriate and pass on this cost to the Parents, or may terminate this Agreement.

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 payment of the Fee.
20. If Tuition is terminated by the School during a Period of Enrolment in accordance with the terms of this Agreement, any refund of the Fee applicable to that Period of Enrolment will be assessed in accordance with the Refund Policy.

Information, Warranties and Acknowledgments

21. The Parents agree to provide the School with all relevant educational, medical, financial and other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents provide misleading information or fail to disclose information about the Student to the School, such that the School has to change or modify the Tuition or Accommodation required by the Student, the School may:
 - (a) charge the Parents additional fees as required to adequately compensate the School for such additional requirements; and/or

(b) terminate this Agreement.

For the avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents are obliged to notify the School in respect of any changing conditions in relation to the Student.

22. The Parents confirm that:

- (a) The Student does not suffer from any medical condition or behavioural condition that may negatively impact on the health, safety or education of the Student or any other student at the School, except as disclosed in writing in the Application Form;
- (b) The Student does not have any medical or other special needs that require additional support, except as disclosed in writing on the Application Form;
- (c) 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 entity any information it requires to process and/or accept the Student for admission to the School or to perform its obligations under this Agreement. The Parents authorise any such person to release to the School any personal information that person holds concerning the Student and/or the Parents.
- (b) If the Parents fail to provide any information requested in relation to the Student's admission to the School, the School may be unable to process the Student's application.
- (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, then this Agreement will automatically terminate.
- (d) Personal information of the Student and/or Parents collected or held by the School may be held, used or disclosed by the School for the purpose of processing the Application Form and, if the Student is accepted, providing services under this Agreement.
- (e) The Parents agree that where the Student lives in a School approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by the School and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to a Designated Caregiver Agreement being entered into by the School, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Agreement or of the Designated Caregiver Agreement will be deemed to be a breach of this Agreement, and the School may terminate this Agreement.
- (f) All personal information provided to the School is collected and will be held by the School.
- (g) The Student and Parents have the right under the Privacy Act 2020 to obtain access to and request

corrections of any personal information held by the School concerning them.

- (h) The Parents acknowledge that personal information held by the School may be disclosed to education authorities including the Ministry of Education and the New Zealand Qualifications Authority.
- (i) Information relating to the education, health, welfare or safety of the Student may be to third parties where such disclosure is permitted under the Privacy Act 2020 or is otherwise permitted at law.
- (j) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School unless otherwise agreed in writing by the parties. The Parents agree to notify the School in writing if they do not consent to images of the Student being used in publicity materials (including on-line materials).

Consent

- 24. The Parents appoint and authorise the Director of International Students of the School to:
 - (a) receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information; and
 - (b) provide consent to any medical, surgical or dental treatment or procedure, where consent from a person other than the Student is necessary and it is not reasonably practicable to contact the Parents (and for the purposes of section 36(3)(b) of the Care of Children Act 2004 the Director is a person acting in the place of a parent).
- 25. Where the Student lives with the Parents, the School shall seek specific written consent of the Parents in accordance with School policies and procedures before the Student participates in any activity conducted outside of the School premises, whether organised by the School or by another party on behalf of the School.
- 26. Where the Student is in the care of a Residential Caregiver, except in the circumstances described in clause 27, this Agreement is deemed to be written consent of the Parents for any activity conducted outside of the School premises which is organised and/or supervised by the School, including trips and physical activities, regardless of whether consent is sought from domestic students in relation to the same activity.
- 27. Where the Student is in the care of a Residential Caregiver, the School shall seek specific written consent of the Parents before the Student participates in any activity conducted outside of the School premises which is organised by the School or another party and which is considered to be an adventure activity, extreme sport, or are an activity that is organised by the School and requires the Student to stay away from their regular accommodation overnight.
- 28. Where the Student is in the care of a Residential Caregiver, unless otherwise agreed in writing by the

parties, this Agreement is deemed to be written consent for leisure travel or stays organised and supervised by the Student's Homestay or Residential Caregiver (where applicable) where the travel is within New Zealand for a period of not more than seven days and does not result in the Student missing any scheduled school days.

Conduct, Discipline and Termination

- 29. The Student will comply at all times with School policies and the Parents shall work with the School to ensure such compliance. This includes, without limitation, compliance with the Code of Student Conduct which is annexed to this Agreement as Schedule One (as updated from time to time by the School).
- 30. In the event of any breach of this Agreement by the Student or the Parents, the School may take any Disciplinary Action it considers appropriate, including terminating this Agreement and/or suspending, excluding or expelling the Student. If applicable, the School may notify Immigration New Zealand of its decision to terminate this Agreement or to exclude or expel the Student.
- 31. Without limitation, the following actions shall be deemed to be a breach of this Agreement which may warrant Disciplinary Action:
 - (a) Refusal by the Student to obey any reasonable instruction given by any employee of the School during the Period of Enrolment;
 - (b) Any breach of the Code of Student Conduct by the Student;
 - (c) Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;
 - (d) Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;
 - (e) Any act by the Student during the Period of Enrolment that jeopardises the education of any other student;
 - (f) Any breach of clauses 17 or 18 of this Agreement or of the warranties contained in clause 22 of this Agreement;
 - (g) Failure to make payments in accordance with the Fee Schedule; and
 - (h) Any other breach of this Agreement.
- 32. Where appropriate, the School will follow the process set out in the Stand-down, Suspension and Exclusion Policy which is annexed to this Agreement as Schedule Three when exercising its disciplinary powers pursuant to clause 30 of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall limit the power of the School to summarily terminate this Agreement, or expel or exclude the Student for serious misconduct, or 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.

33. Enrolments for a Tuition period of one term or longer are subject to a four week probation period from the first day of attendance at the School. The School reserves the right to terminate this Agreement at the end of this period after assessing the academic progress, general wellbeing and happiness of the Student and suitability of the Tuition programme for the Student.
34. Enrolments for a Tuition period of less than one term are subject to a two week probation period from the first day of attendance at the School. The School reserves the right to terminate this Agreement at the end of this period after assessing the academic progress, general wellbeing and happiness of the Student and suitability of the Tuition programme for the Student.
35. The Parents may terminate this Agreement at any time and for any reason.
36. Where either the School or the Parents terminate this Agreement, the Refund Policy will apply and the School will have no additional liability to the Parents.

Disputes and liability

37. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies. If any dispute arises, the parties agree that they will attempt to resolve the matter in accordance with the School's complaints policy in the first instance.
38. Subject to clause 39, the Parents acknowledge and agree that the School's maximum liability in connection with this Agreement is the amount of the Fees paid to the School under this Agreement. The Parents agree that they shall have no claim against the School for any indirect or consequential losses that arise in any way in connection with this Agreement, including in relation to termination of this Agreement.
39. Nothing in this Agreement limits any rights the Parents and/or the Student may have under the Consumer Guarantees Act 1993.

General Matters

40. 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 a force majeure event. For the purposes of this Agreement, a force majeure event includes any circumstance or event that is not reasonably within the control of either party, including any: (a) act of God, flood, fire, tsunami, explosion, or earthquake; (b) epidemic or pandemic disease; (c) war, civil commotion, or act of a public enemy; (d) nation or industry wide strike, lock-out or other industrial disturbance; or (e) regulation, ordinance, demand or other requirement of any government or government authority.
41. This Agreement shall be governed by the laws of New Zealand. In relation to any legal action or

proceedings arising out of or in connection with this Agreement, the Parents irrevocably:

- (a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (b) Agree that proceedings may be brought before any Court and waive any objection to proceedings in any such Court on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
42. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be deemed to have been received ten Business Days after posting.
 43. Notices may also be given by sending an email to the email address specified in the Application Form and will be deemed to have been received on the Business Day following the day on which the notice is sent, provided that no error message or out of office message is received to indicate that the email did not reach its intended destination or that the intended recipient is out of the office. In the case of the intended recipient being out of the office, the email will be deemed to be received by the addressee on the date indicated in the out of office email that the recipient will return to the office.
 44. 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:
 - (a) by agreement with the Parents; or
 - (b) by notice to the Parents, where such change is required by New Zealand legislation or the Code.
 45. 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.
 46. The Parents acknowledge that prior to signing this Agreement, they have had the opportunity to sight the Education (Pastoral Care of International Students) Code of Practice 2016: (<http://www.legislation.govt.nz/regulation/public/2016/0057/latest/whole.html#DLM6748147>)
 47. 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 (by exchanging PDF signed copies), facsimile transmission or through an internet service set up for that purpose.

PARENTS/LEGAL GUARDIANS DECLARATION AND AUTHORISATION

We declare that the information contained in the Application Form is true and complete. We understand that any false or incomplete information submitted in support of this application may invalidate it and may result in the withdrawal of an Offer of Place. We agree that we have received sufficient information to make an informed decision about enrolment at the School.

Key Terms: This Contract of Enrolment includes provisions:

- (i) that allow the School to discipline the Student, including by expulsion;
- (ii) that control and limit the Student's rights of refund when Enrolment ends early;
- (iii) that require the Parents to make full disclosure of all relevant information; and
- (iv) that provide consent for the School to permit certain activities without further consent from the Parents.

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

By signing this agreement you:

- 1. Confirm that all of the information in the Application Form is true and complete.
- 2. Confirm that where the Student is under ten years of age, the Student will live with a Parent or Legal Guardian in New Zealand during the Period of Enrolment.
- 3. Confirm you have been informed about and directed to a copy of the Code of Practice for International Students (Clause 45, Part Two of this Agreement).
- 4. Confirm that you have read the School policies and procedures that have been provided to you with this Agreement.

SIGNING

Parents/Legal Guardians

By signing below, the Parents/Legal Guardians confirm that they have read the Agreement and agree to be bound by it in all respects. (Please initial each page of the Agreement, including the Schedules.)

Name(s): _____

Signature: _____

Date: _____

School

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

Name(s): _____

Signature: _____

Date: _____

CODE OF CONDUCT (Schedule One)

Students at Greenhithe School are expected to behave responsibly and accept the discipline and authority of the School. We expect students to behave with courtesy and respect towards each other and to all staff.

The Principal may take appropriate disciplinary action in response to the conduct or behaviour of the Student. Appropriate disciplinary action may include standing down, suspending or excluding the Student, withdrawing the Offer of Place, expelling the Student, and/or terminating this Agreement with forfeiture of fees.

Expected behaviour of International Students and the consequence for misbehaviour are set out in the School's International Student Policies & Procedures shown on our school website under International Enrolment. Circumstances that may warrant disciplinary action include, but are not limited to:

- Repeated misbehaviour and violation of behaviour policy
- Criminal acts
- Poor attendance and truancy
- Behaviour that results in damage to Greenhithe School property
- Behaviour which endangers the health, safety or wellbeing of the student or others.

Disciplinary action may be taken by the School in response to serious misconduct that is alleged to have occurred, whether such behaviour occurred inside or outside of the School.

Students in homestay accommodation must also abide by the rules outlined by the homestay and Greenhithe School. A student whose conduct breaches the School's behaviour expectations (including conduct that occurs while the student is not under the immediate supervision or control of Greenhithe School) may have their Offer of Place withdrawn and their Enrolment Agreement terminated with forfeiture of fees.

Expected behaviour of International Students in a Homestay

- (i) A Student must follow the behaviour expectations within the family which includes care of property, meal time expectation and family chores etc.
- (ii) An International Student may not bring any other student or visitor to the Homestay without the homestay parent's agreement.
- (iii) The International Student will agree to the homestay family's conditions around internet usage, including internet safety and times when they can or cannot use their devices.
- (iv) Consequences of repeated disregard for the Code of Conduct may mean the Student is withdrawn from the Homestay. It could also result in the Student being sent home as the School would not be able to provide suitable supervised accommodation or ensure the ongoing safety of the International Student.

REFUND POLICY FOR INTERNATIONAL STUDENTS (Schedule Two)

There will be no refund of fees except in accordance with this refund policy.

Greenhithe School has designed its refund policy so that the outcome of a request for a fee refund should be fair and reasonable for all relevant parties.

The following principles allow the School to consider the merits of each request.

Guidelines

All applications for a refund must be made in writing by the Parent or Legal Guardian of the Student to the Principal, setting out the special circumstances of the claim for a refund. The Principal will make the final decision regarding a refund in these circumstances.

1. The request for a refund should be made as soon as possible after the relevant circumstances leading to the request are known.

Non-refundable fees

2. The School is unable to refund certain components of the fees, including:
 - the Administration fee component of the fee;
 - insurance premiums for policies that have already been arranged by the School;
 - the Homestay placement fee;
 - the Designated Caregiver administration fee;
 - any Commission paid or payable by the School to any third party agent (where such Commission remains payable despite the request for the refund); and
 - any amount of the fees that has been expended by the School directly in connection with the Student (including but not limited to costs incurred on behalf of the Student at the request of the Parents), to the extent that those costs cannot be mitigated and provided that the School can provide written evidence of such costs.

The above are together the "non-refundable fees" for the purposes of this refund policy.

Applications for refunds before course commenced

3. If a Student is refused an appropriate visa by Immigration New Zealand before the course starts, then a refund of the unused tuition fees will be provided, less the non-refundable fees outlined in this policy.
4. Students must notify the School at least four weeks prior to the course commencing if for any reason they do not intend to start their course. The tuition fees (including GST, if any) may then be refunded in full, less the non-refundable fees outlined in this policy.
5. Students who withdraw from the course less than four (4) weeks but more than seven (7) days prior to the course commencing, will be entitled to receive a refund of fees paid less:
 - a. either:
 - i. 50% of the total tuition fee (including GST, if any) paid by the Parents for the Student, if the Student was enrolled in a short term programme (being a programme of up to two (2) consecutive New Zealand school terms); or
 - ii. the total tuition fee (including GST, if any) paid by the Parents for the Student for one (1) New Zealand school term, if the Student was enrolled in a long term programme (being a programme of more than two (2) consecutive New Zealand school terms); and
 - b. the non-refundable fees outlined in this policy.

Applications for refunds after course commenced

6. Students who withdraw from the course within seven (7) days of the course commencement date, or at any time after the course commencing, will not be entitled to receive any refund of fees paid unless the School is satisfied that there are exceptional circumstances, such as the Student becoming seriously ill, or a serious illness or death of a close family member. Any such application for consideration of a refund must be supported by medical evidence. If the School exercises its discretion to provide a refund, the refund will be limited to a refund of fees paid less: (i) the tuition fee (including GST, if any) for all tuition provided up to the date of withdrawal; (ii) Government levies due and payable (or paid) by the School, excluding GST (if any); and (iii) the non-refundable fees outlined in this policy.

No refunds in certain circumstances

7. No refund of fees will be made if a Student's enrolment is ended by the School for breach of the Agreement, including termination for misbehaviour, poor attendance, if the parent(s) of Student or the Student are in breach of the Immigration Act, or if any part of the Application Form and Enrolment Agreement relating to the Student contains information that is false or

inaccurate or that has deceived or misled the School, or if information provided to the School failed to disclose relevant information relating to behaviour or academic learning needs of the Student that requires additional behavioural or learning support in class.

8. No refund of fees will be made in relation to a Student where there is a change to the visa status for the Student to one which entitles them to domestic student status.
9. No refund will be made in respect of a Student who withdraws from the School and transfers to another school.
10. No refund will be made in circumstances where the School has failed to meet its obligations under the Agreement and that failure was caused by a force majeure event (as defined in the Agreement).

Other refund circumstances

11. A refund will be made if the School ceases to be a signatory to the Code of Practice or if the school ceases to be provider of education for International Students. In such circumstances, the refund will be limited to a refund of fees paid less: (i) the tuition fee (including GST, if any) for all tuition provided up to the date of withdrawal; (ii) Government levies due and payable (or paid) by the School, excluding GST (if any); and (iii) the non-refundable fees outlined in this policy.
12. A full refund will be made if the School cancels the programme in which the Student has been enrolled and either:
 - a. no equivalent programme can be offered within the same calendar year as the planned Period of Enrolment; or
 - b. the Parents do not agree to the next available equivalent programme offered by the School.

School Homestay related refunds

13. Where a Student and/or their family moves from a School Homestay and requests a refund of any unused homestay fees, these will be refunded less (i) the School's notice period of seven days; and (ii) any non-refundable fees set out in this policy. If the Student requests the School to find another Homestay, then this will incur a new homestay placement fee of \$250.
14. If, for any reason, a Student who is in a School Homestay withdraws after the start of their enrolment, any unused homestay fee will be refunded, less (i) the School's notice period fee of seven days; and (ii) any non-refundable fees set out in this policy.
15. Seven days' notice must be given by either party (Homestay or Student) if either party wishes to change arrangements. Any request for a refund of Homestay fees will be subject to the party having given not less than seven days' written notice.
16. No refund will be made to a Student who is unable to abide by the School's Homestay rules or the International Student Accommodation Agreement.
17. The written decision of the School relating to a request for refund of fees will be provided in writing and will detail the reasoning behind the amount to be refunded.

SIGNING

By signing below, the Parent(s)/Legal Guardian(s) confirm that they have read the above Refund Policy for International Students and agree to be bound by it in all respects.

Name(s): _____

Signature: _____

Date: _____

STAND-DOWN, SUSPENSION AND EXCLUSION POLICY (Schedule Three)



Stand-down, Suspension and Exclusion Policy

Rationale:

Stand-downs, suspensions and exclusions are some ways to deal with student behaviour when it disrupts teaching and learning and threatens the wellbeing of other students and staff, thereby requiring action beyond regular in-school interventions.

Purposes:

- To give a clear understanding of the parameters of suspensions and stand-downs and the procedures to be followed by the Principal and the Board.

Definitions:

- A stand-down is the formal removal of a student from school for a specified period, but can be no more than 5 school days in any term or 10 days in a school year.
- Suspension is the formal removal of a student from school until the Board of Trustees decides the outcome at a suspension meeting. Following a suspension, the Board may decide to lift the suspension with or without conditions, or to extend the suspension, or in the most serious cases to exclude the student.

Guidelines:

1. Each case must be dealt with in a fair and reasonable manner.
2. Only the Principal (or delegated person) can stand-down or suspend a student and he/she will only make this decision when:
 - (a) the student's behaviour is identified as gross misconduct or continual disobedience which is harmful or likely to harm or creates a dangerous example (as defined in the MoE handbook).
 - (b) all possible school behaviour support systems have been tried.
3. The stand-down and suspension steps that must be adhered to (in accordance with the MoE handbook), in order to comply with this policy are:
 - (a) Principal informs the parents, the Ministry and the board about the suspension or stand-down and process.
 - (b) In the case of a suspension the Board meets within 7 school days to decide on what action to take. At this meeting, the Board will receive a report from the Principal about the suspension and will hear comment from the student, the student's family and support people.
 - (c) The Board, excluding the Principal, then makes a decision about the suspended student's continued attendance at Greenhithe School.
4. The Board may:
 - a) Lift the suspension and return the student to school with or without conditions.
 - b) Extend the suspension for a reasonable period with a view to getting the student back to school (Board sets conditions, Principal provides counselling and an education programme, and may allow attendance).
 - c) If over four weeks, the Principal must report the student's progress to the Board.
 - d) The student then attempts to meet the conditions and return to school or the Board moves to exclude the student, but only in the most serious cases. In this case, the Principal must follow the guidelines set out by the Ministry of Education to find an alternative school. If conditions are not met by the student, or another school cannot be found, Principal must advise the Ministry.

PART THREE

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

INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT (for a School approved Homestay)

1. For the purpose of this Part Three, 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, which is attached to, and forms Part One of, the Contract of Enrolment.
- Code** means the Education (Pastoral Care of International Students) Code of Practice 2016, which is available online at www.legislation.govt.nz under Education (Pastoral Care of International Students) Code of Practice 2016, or any subsequent code of practice issued under the Education and Training Act 2020 which updates or replaces that code.
- 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.
- 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.
3. Unless living with a Parent, every Student is required to reside at Accommodation that is approved by the School using the process set out in the Code.
4. The Parents agree to adhere to the terms and conditions of the Accommodation set out in this Agreement.
5. 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:
- (a) To the Student, the Parents or Residential Caregiver (as appropriate);
- (b) To any professional consultant or such person where it is in the interests of the Student to provide the information; or
- (c) Where permitted by law.
6. 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.
7. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
- (a) The Residential Caregiver and the School entering into a Residential Caregiver Agreement; and
- (b) The School's usual requirements and policies in relation to the Accommodation.
8. 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; and
- (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party; and
- to the extent practicable, the School will require that:
- (c) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws and will immediately report any possible breach of New Zealand laws to the School; and
- (d) The Residential Caregiver will take all reasonable steps to ensure the Student only engages in lawful, responsible and positive recreational activities outside of School.
9. Unless otherwise agreed in writing by the parties, the Parents provide consent to the Student's Residential Caregiver for the Student to undertake supervised leisure travel and overnight stays within New Zealand for a period of not more than seven days, provided that any supervised leisure travel or overnight stays do not involve the Student participating in any adventure activities or extreme sports or result in the Student missing any scheduled school days.
10. The School will seek specific written consent from the Parents for the Student missing any scheduled school days.
11. The School shall take such measures it considers appropriate to monitor compliance with the Code.

This may include home visits with both the Student and the Residential Caregiver.

12. Should this Agreement be terminated prior to the expiry of the Period of Enrolment, the Student will be required to vacate the Accommodation immediately. The School may, at its sole discretion, and without any obligation to do so, extend the time for the Student to vacate the Accommodation. Any such extension shall be given in writing and shall be without prejudice to the School's right to later insist that the Student immediately vacate the Accommodation.

Expectations

13. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
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.
15. If the Student is removed from a Residential Caregiver for any reason, the School will take all reasonable steps to source, over a period of time (as determined by the School in its absolute discretion), appropriate approved Accommodation for the Student.

Fees

16. The Parents must pay all accommodation fees to the School in accordance with the School's Fee Schedule (as that term is defined in the Contract of Enrolment). Please also refer to our policies and guidelines on the school website, located under International Enrolment.

Termination

17. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
18. 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.
19. Where this Agreement is terminated, fees may be refunded in accordance with the School's Refund Policy for International Students.

Disputes

20. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies. If any dispute arises, the parties agree that they will attempt to resolve the matter in accordance with the School's complaints policy in the first instance.
21. Subject to clause 22, the Parents acknowledge and agree that the School's maximum liability in connection with this Agreement is the amount of the Fees paid to the School under this Agreement. The

Parents agree that they shall have no claim against the School for any indirect or consequential losses that arise in any way in connection with this Agreement, including in relation to termination of this Agreement.

22. Nothing in this Agreement limits any rights the Parents and/or the Student may have under the Consumer Guarantees Act 1993.

General

23. This Agreement shall be governed by the laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents irrevocably:
 - (a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (b) Agree that proceedings may be brought before any Court and waive any objection to proceedings in any such Court on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
24. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be deemed to have been received ten days after posting.
25. Notices may also be given by sending an email to the email address specified on the first page of this Agreement and will be deemed to have been received 12 hours after it has been sent.
26. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
27. 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.

Signing

28. This Agreement may be executed in one or more counterparts, each of which when executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email by exchanging PDF signed copies.

ACCOMMODATION REQUIREMENTS (Schedule One)

While living in a School approved Homestay, the Parents / Legal Guardian(s) agree that they are responsible for ensuring that the Student:

1. Complies with all laws of New Zealand.
2. Complies with all Homestay rules, expectations and curfews set by the School and Homestay parents, including any policies of the School which apply.
3. Does not use or do anything which may cause damage to the Accommodation, or engage in any activity that may cause damage to the Accommodation.
4. Keeps the Residential Caregiver (Homestay parents) informed of their whereabouts at all times. This clause does not prevent the Student travelling between the Homestay and the School.
5. Respect the privacy, values and property of the Homestay.
6. Does not to engage in any social or leisure activities that may place them, or other persons, in undue danger or risk of harm. This includes the Student putting himself/herself in a position which may give rise to suspicions or allegations of such activities.

SIGNING

Parent(s) / Legal Guardian(s)

By signing below, the Parent(s) / Legal Guardian(s) confirm that they have (i) read the School policies and procedures that have been provided with this Agreement; and (ii) read the Agreement and agree to be bound by it in all respects. (Please initial each page of the Agreement, including the Schedules.)

Name(s): _____

Signature: _____

Date: _____

School

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

Name: _____

Signature: _____

Date: _____

PART FOUR

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

DESIGNATED CAREGIVER AGREEMENT (for a Student living with a Designated Caregiver)

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

School Name: Greenhithe School (the School)

Student's Name: _____ (the Student)

Mother's Name: _____

Father's Name: _____

(together the Parents, each a Parent)

Name of relative or close family friend: _____ (the Designated Caregiver)

Address: _____ (the Residence)

Agreement

1. The Parents are party to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are deemed to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver 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 has read and understood, the sections of the Education (Pastoral Care of International Students) Code of Practice 2016 (the Code) relevant to residential caregivers and the School's information for Designated Caregivers and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
4. The School agrees that all information regarding the Designated Caregiver relating to the Agreement will be kept confidential, except disclosure to the Student or their Parent(s) / Legal Guardian(s), to any professional consultant or such person where it is in the interests of the Student to provide the information or pursuant to any statutory or legal duty.
5. Approval is required from the School prior to the Student's placement with the Designated Caregiver.
6. The Designated Caregiver acknowledges and agrees that approval will be provided by the School only after appropriate safety and other checks have been completed by the School in accordance with the Code and School policies. These checks will incur a Designated Caregiver administration fee, agreed to be paid by the Parent, as detailed on the School's Schedule of Fees.
7. Failure by the Designated Caregiver to provide the residential care required by the School and the Code may result in the School's approval of the Designated Caregiver being withdrawn.
8. In the event the School withdraws its approval of the Designated Caregiver, the Agreement is terminated and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parents.
9. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the Designated Caregiver and this may include, without limitation, visits to the Designated Caregiver and meetings with both the Student and the Designated Caregiver.
10. The Designated Caregiver will provide the School with not less than seven days' written notice of any change in circumstances that may affect the Agreement. This includes any change of Residence or any change to the number of adults over 18 years of age living at the Residence.
11. The Parents agree that the School is not responsible for the Student's care while in the care of the Designated Caregiver.
12. The Parents agree to ensure that the Student is made aware that they must treat the accommodation provided by the Designated Caregiver (Accommodation) with due care and respect. The Parents are liable for costs associated with repairing any damage caused to the Accommodation by the Student. For the avoidance of doubt, the School is

not responsible for any damage caused to the Accommodation by the Student.

13. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School policies. If any dispute arises, the parties agree that they will attempt to resolve the matter in accordance with the School's complaints policy in the first instance.
14. 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 by exchanging PDF signed copies.

SIGNING

By signing this Agreement, the Student, the Parent(s) / Legal Guardian(s) and the Designated Caregiver declare that: (1) the Designated Caregiver is eligible to be a Designated Caregiver under the Code (being someone who is personally known to the Student and/or Parents as a relative or close friend and meets the other requirements of the Act and the Code); and (2) that they have read the School policies and procedures that have been provided to you with this Agreement.

Parents/Legal Guardians

By signing below, the Parent(s) / Legal Guardian(s) confirm that they have read the Agreement and agree to be bound by it in all respects. (Please initial each page of the Agreement, including the Schedules.)

Name(s): _____

Signature: _____

Name(s): _____

Signature: _____

Date: _____

Designated Caregiver

By signing below, the Designated Caregiver confirms that they have read the Agreement and agree to be bound by the Agreement in all respects:

Name: _____

Signature: _____

Date: _____

School

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

Name: _____

Signature: _____

Date: _____