

PART TWO

THE TERMS AND CONDITIONS APPENDED 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:	
<p>Definitions</p> <p>1. For the purposes of this Agreement, the following terms shall have the following meanings:</p> <p>Accommodation means the residential accommodation provided to the Student.</p> <p>Accommodation Agreement means the agreement between the School and the Parents, which governs the Student's accommodation arrangements.</p> <p>Act means the Education Act 1989.</p> <p>Agreement means this Agreement including any schedules.</p> <p>Application Form means the standard enrolment form which forms the cover page of this Agreement.</p> <p>Code means the Education (Pastoral Care of International Students) Code of Practice 2016.</p> <p>Designated Caregiver has the meaning as set out in the Code.</p> <p>Disciplinary Action includes termination of this Agreement and suspension, expulsion and exclusion of the Student as those terms are defined in the Act.</p> <p>Fee means fees payable by the Parent to the School as per the Fee Schedule.</p> <p>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.</p> <p>Homestay has the meaning as set out in the Code.</p> <p>Legal Guardian means the person or persons who is legally the guardian of the Student in their home country and has the legal right to make decisions about their care, education and wellbeing. It can include parents, where they have the right to make decisions for the Student.</p> <p>Offer of Place means a Confirmed Offer of Place and does not include any provisional offer.</p> <p>Parent means the student's biological or legally adoptive parent. Except where the context requires otherwise, references to Parents in this agreement includes Legal Guardians and also includes a single Parent who has the sole right of guardianship in relation to the child.</p> <p>Residential Caregiver has the meaning as set out in the Code.</p> <p>School means the school referred to in the annexed Application Form.</p> <p>Student means the student referred to in the annexed Application Form.</p> <p>Termination means termination of the Agreement and includes termination by the School expelling or excluding the Student.</p> <p>Tuition means the education of the Student at the School.</p> <p>Period of Enrolment means any period for which Fees are paid and, for the purpose of this Agreement, the enrolment of the Student begins on the course start date stated in the Student's Offer of Place and ends on the</p>	<p>course end date stated in the Student's Offer of Place, or on such earlier date as the parties agree or the School terminates the Agreement pursuant to clause 26 or 28 of the Agreement.</p> <p>Preliminary Provisions</p> <p>2. The Agreement is declared to be a Contract of Enrolment in terms of section 2 of the Act.</p> <p>3. The School shall provide Tuition to the Student in accordance with the Code, in return for the payment of the Fee.</p> <p>Terms of Agreement</p> <p>4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student 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 Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents/Legal Guardians and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.</p> <p>5. Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For 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 renewed term.</p> <p>6. 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.</p> <p>7. This Agreement is deemed to be written agreement from the parents that the School is not responsible for the Student's day to day care where the Student is in the custody of a residential caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purpose of supervising them during the Period of Enrolment.</p> <p>8. The School is not responsible for the Student's day to day care where the Student is in the custody of a person approved by the Parent or Legal Guardian as part of a handover of care arrangement in accordance with the Code.</p> <p>9. During the Period of Enrolment the Student must keep the School reasonably informed of his or her whereabouts including without limitation if the Student intends to leave New Zealand during the Period of Enrolment.</p> <p>Accommodation</p> <p>10. 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.</p>

Initialed by: _____ (parent)

11. The Parents agree that no changes to accommodation arrangements will be made whatsoever 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 Student 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 Students not living with the Parents, the Parents irrevocably 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 and agree to appoint the Residential Caregiver in New Zealand to receive such information in substitution for the Parents.

Immigration and Insurance

14. 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.
15. The Student 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 Student has current and comprehensive travel and medical insurance. Where insurance is not arranged by the School, the Parents will provide the School with evidence of the relevant insurance policy. If appropriate evidence is not provided, the School may organise insurance it considers appropriate and pass on this cost to the Parents or may refuse to allow the Student to attend classes until appropriate evidence of insurance is provided.

Fees

17. 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.
18. If Tuition is terminated by the School during a Period of Enrolment, in accordance with the Act of the Code, any refund of the Fee applicable to that Period of Enrolment will be assessed in accordance with the refund policy contained in Schedule Three, as updated by the School from time to time.

Information, Warranties and Acknowledgments

19. The Parents agree to provide the School with educational, medical, financial or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents provide misleading information or fail to disclose information about the Student to the School, such that the School has to change or modify the level or Tuition or Accommodation required by the Student, the School may charge the Parents such fees as required to adequately compensate for such additional requirements and/or reserve the right to withdraw the Offer of Place and 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.
20. The Parents confirm that:
 - (a) The Students 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.

21. 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 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 Student and/or Parents.
- (b) If the Parents fail to provide any information requested in relation to the Students admission to the School, the School may be unable to process the Student's application.
- (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code, If this condition is unable to remain fulfilled, then this Agreement will end.
- (d) Personal information of the Student and/or Parents collected or held by the School may be held, used or disclosed to enable the School to process the Student's eligibility to receive Tuition at the School and Accommodation.
- (e) The Parents agree that where the Student lives in a School approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by the School and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to a Designated Caregiver Agreement being entered into by the School, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Agreement or of the Designated Caregiver Agreement will be deemed to be a breach of this Agreement.
- (f) All personal information provided to the School is collected and will be held by the School.
- (g) The Student and Parents have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.
- (h) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (i) Information relating to the education, health, welfare or safety of the Student may be released to relevant parties outside the School, at the discretion of the School.
- (j) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School unless otherwise agreed in writing by the parties.

Consent

22. The Parents, who have signed this Agreement, irrevocably 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;
 - (b) Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents.
23. 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

Initialed by: _____ (parent)

either organised by the School or by another party on behalf of the School.

24. 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 organised by the School or another party which are considered to be adventure activities or extreme sports or are activities that are organised by the School and require the Student to stay away from their regular accommodation overnight.
25. Where the Student is in the care of a Residential Caregiver, except in the circumstances described in clause 24, this Agreement is deemed to be written consent of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether consent is sought from domestic students in relation to the same activity.
26. 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) when 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

27. The Student will comply at all times with School policies, the Code and the Act, and the Parents shall work with the School to ensure such compliance. This includes, without limitation, compliance with the Code of Student Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.
28. In the event of any breach of this Agreement by the Student or the Parents, the School may take any disciplinary step it considers appropriate, including terminating this Agreement and/or suspending, excluding or expelling the Student and (if applicable) notify Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.
29. 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 15 or 16 of this Agreement or of the warranties contained in clause 20 of this Agreement;
 - (g) Failure to make payments pursuant to the Fee Schedule; and
 - (h) Any other breach of this Agreement
30. Where appropriate, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers pursuant to clause 28 of this Agreement, but nothing in this Agreement shall limit the power of the School to summarily terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person,

including the Student.

31. Enrolments for a study period of one term or longer are subject to a four week probation period from the first day of attendance at Greenhithe School. The School reserves the right to terminate the contract at the end of this period after assessing the academic progress, general wellbeing and happiness of the Student and suitability of the programme for the Student.
32. Enrolments for a study period of less than one term are subject to a two week probation period from the first day of attendance at Greenhithe School. The School reserves the right to terminate the contract at the end of this period after assessing the academic progress, general wellbeing and happiness of the Student and suitability of the programme for the Student.

General Matters

33. 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.
34. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents irrevocably:
 - (a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (b) Agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
35. 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.
36. 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.
37. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the Agreement may be changed by the School in consultation with the 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.
38. The School shall, at all times, comply with the Health and Safety at Work Act 2015.
39. 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.
40. 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>)
41. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.
42. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School policies.

Initialed by: _____ (parent)

PARENTS/LEGAL GUARDIANS 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 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 while enrolled at a school.
3. Confirm you have been informed about and directed to a copy of the Code of Practice for International Students (Clause 39, Part Two of 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 that the School will be bound by the Agreement in all respects:

Name: _____

Signature: _____

Date: _____

Initialed by: _____ (parent)



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 includes standing down, suspending or excluding the Student, withdrawing the Offer of Place and terminating this Agreement with forfeiture of fees.

Expected behaviour of International Students and the consequence for misbehaviour is in Clause 6 of our International Student Policies & Guidelines shown on our school website under International Enrolment. The disciplinary procedures outlined in this clause shall be applicable for all serious misconduct that is alleged to have occurred both inside and 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.

Initialed by: _____ (parent)



REFUND POLICY (Schedule Two)

There will be no refund of fees except in the circumstances below. Greenhithe School recognises its policies and guidelines have been designed so that the outcome for a request for a fee refund should be fair and reasonable for all. 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, 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 circumstances leading to the request.
2. The School is unable to refund certain fees such as:
 - Administration fee
 - Insurance premiums for policies already arranged by the School
 - Homestay placement fee
 - Designated Caregiver administration fee
 - Portion of unused tuition fee (this will depend on costs incurred or committed by the School)
3. If an International 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 that they do not intend to start their course. The tuition fees may then be refunded in full, less an \$800 cancellation fee and less the non-refundable fees outlined in this policy.
5. Students who withdraw from the course, within four weeks of the course commencing, will receive a refund less a minimum of ten weeks tuition fee and the non-refundable fees outlined in this policy.
6. If an International Student withdraws from the course after the start of their enrolment, and is in the first half of the course, a refund will be provided less a minimum of ten weeks tuition fee, Government levies due, any commission that has been paid and the non-refundable fees outlined in this policy.
7. If an International Student withdraws from the course after the start of their enrolment, and is in the second half of the course, the tuition fees may only be refunded if there are special reasons for the student leaving such as becoming seriously ill, or a serious illness or death of a close family member. This must be supported by medical evidence. In that event, the refund will be calculated less the non-refundable fees outlined in this policy.
8. No refund of fees will be made if an International Student's enrolment is ended by the School for breach of the Agreement, such as misbehaviour, poor attendance, if the parent of Student are in breach of the Immigration Act, or if the parents have deceived or misled the School on any part of the Application Form and Enrolment Agreement, or failed to disclose relevant information relating to behaviour or academic learning needs of the Student that require additional behavioural or learning support in class.
9. No refund of fees will be made to an International Student who changes visa status to one which entitles them to domestic student status.
10. No refund will be made to an International Student who withdraws or transfers to another school.
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.
12. 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 the School's notice period of seven days, and any non-refundable fees set out in this

Initialed by: _____ (parent)



policy, If the Student requests the School to find another Homestay then this will incur a new homestay placement fee of \$250.

13. If, for any reason, an International Student who is in a School Homestay withdraws after the start of their enrolment, any unused homestay fee will be refunded, less the School's notice period fee and any non-refundable fees set out in this policy.
14. 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 seven days notice.
15. No refund will be made to an International Student who is unable to abide by our school homestay rules.
16. Where a Student withdraws after commission has already been paid by the School to the agent, the cost of the commission will be deducted from any refund.
17. The written decision of the School relating to a request for refund of international fees will be provided in writing and will detail the reasoning behind the amount to be refunded.

SIGNING

By signing below, the Parents/Legal Guardians confirm that they have read the Policy and agree to be bound by it in all respects.

Name: _____

Signature: _____

Date: _____

Initialed by: _____ (parent)



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)

<p>1. For the purpose of this Agreement, the following terms shall have the following meanings:</p> <p>Accommodation means the residential accommodation provided to the Student pursuant to this Agreement.</p> <p>Accommodation Requirements means the rules and requirements of the Accommodation as set out in Schedule One.</p> <p>Agreement means this Accommodation Agreement between the Student, School and Parents which governs the Student's Accommodation arrangements.</p> <p>Application Form means the standard enrolment application form.</p> <p>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 under Education (Pastoral Care of International Students) Code of Practice 2016.</p> <p>Contract of Enrolment means the agreement between the Student, the School and the Parents which governs the Student's Tuition.</p> <p>Homestay has the meaning as set out in the Code.</p> <p>Parents means the Parents referred to in the Application Form.</p> <p>Residential Caregiver means the person responsible for the Student at the Accommodation.</p> <p>Residential Caregiver Agreement means an agreement between the School and the Residential Caregiver.</p> <p>School means the International Student residing at the Accommodation as referred to in the Application Form.</p> <p>Tuition means the education of the Student at the School.</p> <p>All other terms have the same meaning as in the Contract of Enrolment.</p> <p>2. The School is a signatory to and complies with the Code. Unless living with a parent, every Student is required to reside at an Accommodation approved by the School using the process set out in the Code.</p> <p>3. The Parents agree to adhere to the following terms and conditions of the Accommodation:</p> <p>(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:</p> <p>(i) To the Student, the Parents or Residential Caregiver (as appropriate);</p> <p>(ii) To any professional consultant or such person where it is in the interests of the Student to provide the information;</p> <p>(iii) Pursuant to any statutory or legal duty.</p> <p>(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.</p>	<p>(c) The Parents or the Student have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them in relation to the Student's placement with a Residential Caregiver.</p> <p>(c) Under the Privacy Act 1993, any information collected may be provided to education authorities.</p> <p>(d) These terms and conditions may be varied by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.</p> <p>4. If the Parents provide misleading information or fail to disclose information about the Student prior to a placement with a Residential Caregiver and during the term of the Homestay, the School may (in its sole discretion):</p> <p>(a) Charge the Parent such fees as required to adequately compensate for additional requirements due to providing misleading information or the lack of disclosure; or</p> <p>(b) Terminate this Agreement.</p> <p>5. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:</p> <p>(a) The Residential Caregiver and the School entering into a Residential Caregiver Agreement; and</p> <p>(b) The School's usual requirements and policies in relation to the Accommodation.</p> <p>6. The School will ensure that to the best of its ability:</p> <p>(a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;</p> <p>(b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;</p> <p>(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 legal breach to the School; and</p> <p>(d) The Student only engages in lawful, responsible and positive recreational activities outside of School.</p> <p>7. Unless otherwise agreed in writing by the parties, the Parents provide consent to the Student's Homestay or 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 and where the leisure travel or stay does not involve the Student participating in any adventure activities or extreme sports or result in the Student missing any scheduled school days.</p> <p>8. The School will seek specific written consent from the Parents for the Student missing any scheduled school days.</p> <p>9. The School shall take such measures it considers appropriate to monitor compliance with the Code. This may include regular home visits with both the Student and the Residential Caregiver.</p> <p>10. 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,</p>
--	--

Initialed by: _____ (parent)

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

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

14. The Parents must pay all accommodation fees to the School in accordance with the School's fee schedule as defined in the Contract of Enrolment. Please also refer to Clause 14 of our policies and guidelines on the school website, located under International Enrolment.

Termination

15. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation's Requirements.
16. 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.
17. Where this Agreement is terminated, fees may be refunded in accordance with School Policies.

General

18. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents irrevocably:
 - (a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (b) Agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
19. 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.
20. 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.
21. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
22. The parties acknowledge that prior to signing this Agreement they have had the opportunity to seek independent legal advice in respect

of its content and effect.

General

18. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents irrevocably:
 - (c) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (d) 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.
19. 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.
20. 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.
21. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
22. The parties acknowledge that prior to signing this Agreement they have had the opportunity to seek independent legal advice in respect of its content and effect.

Disputes

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

Signing

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

Initialed by: _____ (parent)

ACCOMMODATION REQUIREMENTS (Schedule One)

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/herself in a position which may give rise to suspicions or allegations of such activities.
3. To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents, including any policies of the School which apply.
4. To not use or do anything which may cause damage to the Accommodation, or engage in any activity that may cause damage to the Accommodation.
5. To keep the Homestay parents informed of their whereabouts at all times. This clause does not prevent the Student travelling between the Homestay and the School.
6. To respect the privacy, values and property of the Homestay.

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 that the School will be bound by the Agreement in all respects:

Name: _____

Signature: _____

Date: _____

Initialed by: _____ (parent)



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 Parents/Legal Guardians, 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 Parents/Legal Guardians, to any professional consultant or such person where it is in the interests of the Student to provide the information or pursuant to any statutory or legal duty.
5. Approval is required from the School prior to the Student's placement with the Designated Caregiver.
6. The Designated Caregiver agrees that approval will be provided only after appropriate safety and other checks have been completed by the 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 our 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, regular visits to the Designated Caregiver and meetings with both the Student and the Designated Caregiver.
10. The Designated Caregiver will provide the School with seven days 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 Student will treat the accommodation provided by the Designated Caregiver (**Accommodation**) with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.
13. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.
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.

Initialed by: _____ (parent)

SIGNING

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

Parents/Legal Guardians

By signing below, the Parents/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: _____

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: _____

Initialed by: _____ (parent)

