



**INTERNATIONAL STUDENT Application Form
Contract of Enrolment**

Part One

It is important that all relevant information about the student is included in this application. This information is used to ensure that the student is supported properly upon arrival and while enrolled, and to match them with suitable homestays, teachers and courses. Where information is included relating to health issues or learning needs, disclosure of this information will not automatically disqualify the Student from Enrolment. However, failure to disclose information or providing misleading information may result in the withdrawal of an Offer of Place or termination of a Contract of Enrolment.

TERM DATES 2022		TERM DATES 2023	
Term 1	3 February to 14 April 2022	Term 1	DATES TO BE CONFIRMED
Term 2	2 May to 9 July 2022	Term 2	DATES TO BE CONFIRMED
Term 3	25 July to 30 September 2022	Term 3	DATES TO BE CONFIRMED
Term 4	17 October to 13 December 2022	Term 4	DATES TO BE CONFIRMED

STUDENT DETAILS									
<i>Please complete one form for each student (write in BLOCK letters)</i>									
Legal first name:									
Family name:									
Preferred name:					Gender				
					Male		Female		
Date of Birth:	D	D	M	M	Y	Y	Passport Number:		
Address in Home country:									
Home Country Phone Number: <i>(country/area/local number)</i>					Mobile phone number:				
Student's email (if any):									
Country of citizenship:					First language:				
Applying for year level:	1	2	3	4	5	6	7	8	9
Intended start date:					Intended end date:				

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

Initialed by: _____ (parent) _____ (middle student)

FATHER'S DETAILS					MOTHER'S DETAILS									
Legal first name:					Legal first name:									
Family name:					Family name:									
Home address:					Home address:									
Home phone:					Home phone:									
Mobile phone:					Mobile phone:									
Email:					Email:									
Occupation:					Occupation:									
Status:	Married	Separated	Divorced	Other	Status:	Married	Separated	Divorced	Other					
Member of church:	Yes		No		Member of church:	Yes		No						
Name of church:					Name of church:									
<i>If parents are separated or divorced, please indicate who is the child's primary contact.</i>														
<input type="checkbox"/> Father					Or					<input type="checkbox"/> Mother				

Address for EMERGENCY CONTACT PERSON <u>IN NEW ZEALAND</u>	
<i>In the event of an emergency, parents will be contacted first. However, if they are unavailable the person listed below will be contacted.</i>	
Name:	Relationship to Student:
Address:	
Home phone:	Work phone:
Mobile phone:	Email:
AGENT'S DETAILS (IF APPLICABLE)	
Note: Agents must have a current contract with Hamilton Christian School	
Company Name:	
Contact Name:	
Postal address:	
Email:	
Mobile phone:	Work phone:

Initialed by: _____ (parent) _____ (middle student)

ACCOMMODATION REQUIREMENTS

Note: The Education (Pastoral Care of International Students) Code of Practice 2016 requires that all students under 10 years of age must live with a parent or legal guardian in New Zealand while enrolled at a school, unless they are accommodated in a school hostel. Where a student under the age of 10 years is found to be living in accommodation other than with a parent or legal guardian, or in a school hostel, they will not be permitted to attend school and this will result in the withdrawal of an offer of place or the summary termination of a contract of enrolment.

Accommodation choice:		Homestay		Designated caregiver (relative/ family friend)		Live with parent(s)	
Interests:	Music	Movies/ TV	Reading	Outdoor activities	Sports	Travel	
Other interests:							
Does the student have any food allergies or special dietary requirements?					Yes	No	
If Yes, please provide details							
Does the student have any other special requirements for accommodation? (Pets, cultural or religious requirement, phobias)					Yes	No	
If Yes, please provide details							
If the student requires a homestay, please write a brief letter of introduction to your host family and submit with this application.							
DESIGNATED CAREGIVER DETAILS (If staying with relative / close family friend)							
Name of caregiver:							
New Zealand Address:							
Home phone:				Work Phone:			
Mobile phone:				Email:			
Relationship of designated caregiver to student:							

INSURANCE DETAILS

Do you wish to purchase insurance through the school?		Yes	No
Note: If you are purchasing your own insurance for the student, you must provide an English copy of the policy and certificate to the school before departure from home country.			
If you wish to purchase your insurance through the school, please ensure the medical information section on this form is completed fully and accurately to ensure appropriate coverage for the student for any pre-existing conditions they may have.			

LEARNING INFORMATION

How many years of schooling, not including pre-school education has the student had?			
Name of present school and class:			
Does the student have any learning or behavioural difficulties which may require extra school support or service?		Yes	No
If yes, please provide details (attach additional pages if required)			

Initialed by: _____ (parent) _____ (middle student)

GENERAL DETAILS													
Has the student previously applied for entry to the school?										Yes	No		
If yes, when?					Month			Year					
Has the student ever had a family member or relative enrolled at the school?										Yes		No	
If yes, please provide					Name:			Year attended:					
Has the student previously studied at any other NZ school?										Yes		No	
If yes, please state		Name of school:			From:			To:					
How many years has the student studied English?					Months			Years					
Does the student's parent(s) read or speak English?													
Mother						Father							
Speak	Yes	No	Read	Yes	No	Speak	Yes	No	Read	Yes	No		
Has the student ever been convicted or been subject of any matter before any judicial court?										Yes	No		
If yes please provide details (attach additional pages if required)													

Please list subjects being studied this year											
1.						2.					
3.						4.					
5.						6.					
7.						8.					
Please list any extracurricular activities (like art, music etc.)											
<p>Note: Subjects like English & Bible are compulsory. Subject preferences in this application are an indication only. Actual subjects will depend upon availability and prior learning. Please check www.hcswaikato.school.nz for entire subject list. The school reserves the right to determine subject placement and year level throughout enrolment in consultation with student & family.</p>											

Initialed by: _____ (parent) _____ (middle student)

STUDENT MEDICAL INFORMATION

Note: This medical form will be stored in a safe place and will be archived when your son/daughter is no longer a student at this school. Information is required for the health and safety of your child/children and other students. Appropriate information will be available to those staff who require it. The material will be handled sensitively in a way that protects confidentiality.
These details will accompany your child should they need to be seen by a medical professional whilst in our care.

Name of doctor in home country:		
Phone number of doctor in home country:		
Does the student have any history of previous illness that may affect their enrolment, including mental illness?	Yes	No
If Yes, please provide details (attach additional pages if required)		
Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?	Yes	No
If Yes, please provide details (attach additional pages if required)		
Is the student currently on any medication?	Yes	No
If Yes, please provide details (attach additional pages if required)		
Note: if the student suffers from conditions requiring medication, it is advisable to bring your own medication to NZ. You will be required to notify the school regarding any medications that you bring with you.		
Is there anything further that the school needs to be aware of in enrolling and supporting the student as an international student?	Yes	No
If Yes, please provide details (attach additional pages if required)		
Do you consent to the school providing over the counter medication, such as acetaminophen, paracetamol or ibuprofen?	Yes	No
If No, please specify what medications you do not want the student to receive		

Immunisation (please provide a copy of the immunisation certification)


Diphtheria	Hepatitis B	HIB	Measels
Meningococcal	MeNZBTM	Mumps	Pertusis
Polio	Rubella	Tetanus	

Allergies

Anesthetics	Aspirin	Bee sting	Codeine
Food	Insect bites	Penicillin	Sulfa
Sunlight	Hay fever		

Initialed by: _____ (parent) _____ (middle student)

Where did you hear about Hamilton Christian School? (Please select all applicable)			
	Education agent		Education New Zealand
	Hamilton Christian School website		Family / friends
	Education center		Education fair
	Advertising		Past / present students
	Other		SIEBA

Checklist of documents and information you must include with your application		
	Photograph of the student	Passport size photograph 
	A copy of the student's latest two school reports	
	A letter of reference from your church pastor or leader (for priority enrolment)	
	A hand-written letter from the student introducing themselves, your interests and explaining reasons for wanting to study at HCS	
	A copy of the student's passport including passport number and expiry date	
	A copy of the parent(s) passport	
	A copy of the student's immunisation certificate	

English Entry Standard

As required by The Education (Pastoral Care of International Students) Code of Practice 2016, Hamilton Christian School will undertake assessments to verify that the student's credentials and level of English as indicated in the student's school reports. This assessment will enable the student to participate effectively in his/her tuition and to meet the prospective student's proficiencies and career intentions.

The school reserves the right to place a student at a different level if it is considered in his/her best interests to do so. The level will be determined mainly by the student's English ability and will be decided in consultation with parents, the caregiver/agent and the student.

3 x ESOL lessons per week will be provided, but parents can arrange for additional tutoring. Students who wish to study for senior NCEA qualifications will need to demonstrate the required level of English language proficiency to undertake this assessment.

Application Requirements and Procedures

Please submit the application to international@hamiltonchristian.school.nz

- Please remember to initial and sign wherever required.
- Certified copies of the student's latest two school reports, in English.
- A certified copy of a testimonial from the Principal of the current school, in English. The letter should include the student's date of enrolment at the current school.

Process

1. On submission of the application and relevant documents, the school will review the application. Payment of the **Application Fee \$300.00 (non-refundable)** is required when the application is submitted.
2. The school will notify the parents or agents on the decision made. Successful applications will be sent a provisional Letter of Offer along with an invoice for school fees.
3. Upon payment of the **total fees**, the school will issue a receipt and a **Confirmed Offer of Place**.
4. On receiving the **Confirmed Offer of Place**, the student can then apply to the New Zealand Immigration Service for a Student Visa at the New Zealand or High Commission Office.
5. The terms & conditions and agreements for enrolment have been enclosed with this application pack. Please sign & initial where required.

Initialed by: _____ (parent) _____ (middle student)

COSTS

Enrolment Fee

Enrolment fee (non-refundable)

\$300

2022 Tuition Fees

Class Level	2022 Fees per annum
1-6	\$16,016
7-8	\$17,124
9-10	\$18,222
11-13	\$19,330

Attendance Fees

Fee	If required	Amount Due
Homestay costs for 2022 <i>(if required)</i>	\$270 per week	
Accommodation Support Fee <i>(non-refundable)</i>	\$400	
Homestay Contingency Fund <i>(to cover Covid related isolation etc.)</i>	\$2000	
Homestay Placement Fee	\$200	
Homestay Replacement Fee	\$50	
Homestay Retainer Fee <i>(applies when student temporarily absent)</i>	\$60 per week	
Medical and Travel Insurance <i>(if purchased through HCS)</i>	\$700 per year	
Sundry Expenses <i>(Allowance, see below)</i>		\$1200
Pastoral Care Fee <i>(non-refundable)</i>		\$1000
Administration Fee <i>(non-refundable)</i>		\$500
Guardian <i>(Guardian, see below)</i>	\$575	
Bond <i>(refundable at end of studies at HCS)</i>		\$1500

Estimated sundry expenses

Please note that other expenses charged to the Student's school account may include:

- School trips
- Extra Team Sports' Uniform
- Uniform and Stationery
- Additional resources for ESOL
- NCEA examination fees

NB: An allowance of \$1200 (as above) has been included for these items, but only actual costs will be deducted. Any remaining balance will be payable (deducted from the bond, if needs be) or refunded as appropriate.

Guardian

On application we will seek to arrange for a Guardian to be appointed. The cost for this is \$575/term (as above).

Payment of Fees

Payment should be made in New Zealand dollars

- Application fee \$300 (nonrefundable)
- Tuition, homestay etc. Please see table above for the relevant fee total

Bank details

Account name: Hamilton Christian School
Account number: 06-0313-0730004-00
Bank name: ANZ BANK
Swift code: ANZBNZ22

Initialed by: _____ (parent) _____ (middle student)

Bank Address: 527 Victoria Street, Hamilton 3204, New Zealand

Upon payment of fees, please email the school with the student's name, date and the amount transferred. All fees must be paid in advance for the school year. The school reserves the right to review its fees before the start of each subsequent school year.

Goods and Services Tax

All fees are quoted in New Zealand dollars and include Goods and Services Tax (GST) where applicable.

Health Services

Most international students are not entitled to publicly funded health services while in New Zealand. If your child receives medical treatment during your visit, you may be liable for the full costs of that treatment.

Full details on entitlements to publicly funded health services are available through the Ministry of Health, and can be viewed on their website at <http://www.moh.govt.nz>.

Accident insurance

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

Medical and Travel Insurance

International students must have appropriate and current medical and travel insurance while studying in New Zealand. Insurance needs to be purchased before the student departs their home country.

Hamilton Christian School recommends unlimited medical insurance for all international fee paying Students. If the school has been instructed to purchase insurance, the medical & travel insurance is purchased through Unicare. On receipt of payment, insurance will be purchased prior to the student arriving in New Zealand. For policy information please visit <http://www.unicare.org>.

If parent/s wish to arrange their own insurances for the student, please submit a copy of the insurance to the International student director – international@hamiltonchristian.school.nz

Immigration

Full details on visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service.

Please refer to their website www.immigration.govt.nz

Change in visa status

Parents of international students who have been granted a work / residency visa; this allows the student to transfer as a domestic student in NZ.

The following procedures have been put in place as part of the enrolment policy, when there is a change in visa status:

- When there is a change in visa status for an international student, the student does not automatically become a domestic student. The student has to apply for enrolment at the school as per domestic enrolment procedures. Please refer to the enrolment procedure and enrolment priorities link: <https://hamiltonchristian.school.nz/enrol-now/>.
- A change from international student enrolment to domestic enrolment is NOT guaranteed.
- The international student may continue as an international fee-paying student until there is space availability or may choose to enroll in another school till a domestic space is approved at HCS.

Note: If the parent(s) or student fail to provide any information requested in the enrolment pack, the school may not be able to process the application.

Send completed application to:
International Student Director,
Hamilton Christian School, 1 Micah Place,
Rototuna North,
Hamilton 3210 NEW ZEALAND
Or email : international@hamiltonchristian.school.nz

Initialed by: _____ (parent) _____ (middle student)

PART TWO:

The terms and conditions attached to this application, form and govern the student's tuition at the school. By signing below, the student, the school and the parents or legal guardian agree to those terms and conditions. Please ensure you read the terms and conditions carefully.

Terms and Conditions:

Definitions

1. For the purposes of this Agreement the following terms shall have the following meanings:

Accommodation means the residential accommodation provided to the Student.

Accommodation Agreement means the agreement between the Student, the School, the Parents, which governs the Student's accommodation arrangements.

Act means the Education Act 1989.

Agreement means this Agreement including any schedules.

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

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

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

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

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

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

Homestay has the meaning as set out in the Code.

Legal Guardian means the person or persons who is legally the guardian of the Student in their home country and has the legal right to make decisions about their care, education and well-being. It can include parents, where they have the right to make decisions for the Student.

Offer of Place means a Confirmed Offer of Place and does not include any provisional offer.

Parent means the student's biological or legally adoptive parent. Except where the context requires otherwise, references to Parents in this agreement includes Legal Guardians and also includes a single Parent who has the sole right of guardianship in relation to the child.

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

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

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

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

Tuition means the education of the Student at the School.

Period of Enrolment means any period for which Fees are paid and for the purpose of this Agreement the enrolment of the Student begins on the course start date stated in the Student's Offer of Place and ends on the course end date stated in the Student's Offer of Place, or on such earlier date as the parties agree or the School terminates the Agreement according to clause 28 or 30 of the Agreement.

Preliminary Provisions

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

Terms of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student starts 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 and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student for the renewed term.
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 other than as part of a School organised trip the School's responsibility for the Student shall end upon the Student's departure and resume upon the Student returning to New Zealand.
7. This Agreement is considered to be written agreement from the Parent 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.
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 as part of a transfer-of-care arrangement during enrolment made in accordance with the Code.
9. During the period of enrollment, the Student must keep the School reasonably informed of his or her whereabouts including if the Student intends to leave New Zealand during the Period of Enrolment.

Accommodation

10. The Parents and Student agree that no changes to accommodation arrangements will be made without the prior written agreement of the School.
11. The Parents and the Student agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.
12. The Parents authorise the principal of the School to inform the Residential Caregiver (whether or not arranged through the school) of all matters and information required to be provided

Initialed by: _____ (parent) _____ (middle student)

to the Parents and agree to appoint the Residential Caregiver in New Zealand to receive such information in place of the Parents.

Immigration and Insurance

13. The Parents and Student agree to comply with the visa requirements as set out in the Immigration Act 2009, and any visa conditions applicable to the Student's stay in New Zealand. The Parents and Student understand that the School has an obligation to report any breaches of the visa requirements to the appropriate immigration authority.
14. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
15. The Parents agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. Where insurance is not arranged by the School, the Parents will provide the School with evidence of the relevant insurance policy. If appropriate evidence is not provided, the School may organise insurance it considers appropriate and pass on this cost to the Student or Parents.
16. The Parents agree they have read the policy details for the Student's travel insurance policy and any other relevant information provided by the insurer from time to time and:
 - a) accepts all exclusions that apply to the insurance policy and
 - b) agrees that where the school arranges insurance on behalf of the Parents, the Parents have disclosed all medical conditions to the School that may affect insurance cover.
17. The Parents agree to cover any costs for the Student that are excluded by the Student's travel insurance policy and are not otherwise covered by publicly funded medical services in New Zealand. For the avoidance of doubt, the Parents agree that the School is not responsible for any costs incurred on behalf of the Student that are excluded by the Student's travel insurance policy and not covered by publicly funded medical services in New Zealand.

Fees

18. The Fee must be paid to the School in advance of each Period of Enrolment or as otherwise directed by the School. The Parents and the Student agree to comply with school policies regarding the payment of the Fee.
19. If Tuition is terminated by the School during a Period of Enrolment, any refund of the Fee applicable to that period of Enrolment will be assessed in accordance with the refund policy which is annexed to this Agreement as Schedule Three, as updated by the school from time to time.

Information, Warranties and Acknowledgements

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

21. The Student and the Parents confirm that:

- a) The Student does not suffer from any medical condition or behavioural condition (including mental health conditions and allergies) that may negatively impact on the health, safety or education of the Student or any other student at the School, except as disclosed on the Application Form;
- b) The Student does not have any medical or other special needs that require extra support, except as disclosed in the Application Form;
- c) The Student has never been charged with or convicted of any crime, or the subject of other proceedings before any

court, except as disclosed in writing on the Application Form;

- d) All information in the Application Form is true and correct to the best of their knowledge and belief.

22. The Parents and Student acknowledge that:

- a) The School may obtain at any time from any person or organisation any information it requires to process and/or accept the Student for admission to the School or to perform or complete any of the other purposes under this Agreement. The Parents and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.
- b) If the Student and/or Parents fail to provide any information requested in relation 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 be at an end.
- d) Personal information of the Student and/or Parents collected or held by the School is provided and may be held, used and disclosed to enable the School to process the Student's eligibility to receive Tuition at the School and Accommodation.
- e) The Parents agree that where the Student lives in a School approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by the School and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to a Designated Caregiver Agreement being entered into by the School, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Agreement or of the Designated Caregiver Agreement will be considered to be a breach of this Agreement.
- f) All personal information provided to the School is collected and will be held by the School.
- g) The 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 people 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, including social media posts by school staff, unless otherwise agreed in writing by the parties.

Consent

23. The Parents and the Student, who have signed this Agreement appoint and authorise the principal of the School (or such other person as may be appointed by the School to carry out the principal's duties) to:

- a) Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information;
- b) Provide agreements on the Student's behalf in the event of a medical emergency where it is not reasonably

Initialed by: _____(parent)_____ (middle student)

possible to contact the Parents.

24. The School shall seek specific written agreement of the Parents before the Student, being a student of any age, participates in any activity either organised by the School or by another party which is considered to be an adventure activity or extreme sport or an activity that is organised by the School and requires the Student to stay away from their regular accommodation overnight.
25. Except in the circumstances described in clause 24, this agreement is considered to be written agreement of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether agreement is sought from domestic students in relation to the same activity.
26. Unless otherwise agreed in writing by the parties, this Agreement is considered to be written agreement for leisure travel or stays organised and supervised by the Student's Homestay or Residential Caregiver 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

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 compliance with the School Code of Conduct in 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) notifying Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.
29. The following actions shall be considered to be breaches of this Agreement which may warrant disciplinary action:
 - a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
 - b) Any breach of the School Code of 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 threatens the education of any other Student;
 - f) Any breach of clauses 14 or 15 of this Agreement or of the warranties contained in clause 21 of this Agreement;
 - g) Failure to make payments invoiced according 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 as stated in clause 28 of this Agreement, but nothing in this Agreement shall limit the power of the School to immediately terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including

the Student.

General Matters

31. 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.
32. This Agreement shall be construed and take effect according to the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the Parents:
 - a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - b) Agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
33. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be considered to have been received ten (10) days after posting.
34. Notices may also be given by sending an email to the email addresses specified in the Application Form and will be considered to have been received twelve (12) hours after it has been sent.
35. This Agreement contains the entire understanding between the parties. The terms of the Agreement may only be changed by the School in consultation with the Student, and Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.
36. The School shall at all times comply with the Health and Safety at Work Act 2015.
37. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
38. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
39. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.
40. The parties agree that any dispute in relation to this Agreement will be resolved in line with the Code and the School Policies.

Initialed by: _____(parent)_____ (middle student)

PARENTS/LEGAL GUARDIANS AND STUDENTS' DECLARATION AND AUTHORISATION

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

Key Terms: This Contract of Enrolment includes provisions:

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

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

By signing this agreement, you confirm that all of the information in the application form is true and complete.

SIGNING

Parents/Legal Guardians

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

Name(s): _____

Signature(s): _____

Date: _____

School

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

Name: _____ Signature: _____

Date: _____

Initialed by: _____ (parent) _____ (middle student)

Code of Conduct (Schedule One)

Part One Behaviour Management Discipleship Programme

We desire to grow students who have a strong Christian character and who are engaged in the wonderful process of learning about God, themselves and our community. We see our role as teachers to respond to the needs of each learner in partnership with you.

We have high expectations for the behaviour of all students and seek to grow our students and apops; character in a respectful way; with love, care, justice and grace.

1. **Bullying**

HCS actively seeks to provide an environment that is free from all forms of bullying. All members of the school community have the responsibility to recognise bullying and to inform HCS if they see it happening. All allegations of bullying will be investigated, and appropriate action taken; such as disciplinary, restorative or pastoral care.

2. **Traffic light system – Year 1 to Year 9**

Teacher's first port of call with behaviour is to use the general classroom strategies with the group, such as positively noticing and thanking helpful behaviour and setting up learning where students come to understanding about respectful learning focused behaviour and why this is important.

We then use a traffic light system to provide consistency between teacher and as part of our communication system with parents about how the school day went in terms of helpful behaviour and engagement in learning during class time.

To work with students on behaviour, teachers will use these steps:

GREEN – students start each day on green and aim to continue on green until the end of the day (which most will) by following instructions focusing on learning tasks and showing respect to teachers in class.

General classroom strategies – encouraging and teaching students about appropriate behaviour and choices.

Warning conversations – a stage of grace where the problem is identified with the student and they are reminded of appropriate behaviour and choices

Formal warning "ORANGE" – opportunity of growth. Discussion between student and teacher until student understands what the problem is, that they need to adjust and can share this back to the teacher.

RED – really need to stop and think. Low level consequence.

RED 2 – students meet with the team leader. Consequences and possible behaviour plan needed.

PURPLE – a purple moment means, above and beyond. E.g. spotlighting character or a powerful learning moment for that student.

3. **Card system – Year 10 to Year 13**

While there are no physical referee cards, the behaviour management system in secondary is designed to operate similarly to how a referee would in a youth sports competition. As behaviour deteriorates, there will be warnings, yellow cards and red cards. However, as it is in junior sports; each of the steps in the system requires 'coaching' by the teacher to the student. Rather than a one - way conversation, we expect it to be a two - way conversation that requires the said student to be able to explain what they are doing wrong, the impact of what they were doing and what they should be doing.

If there are multiple infractions, the consequence will escalate to some sort of temporary consequence. This could be moving to a new desk or staying a little later after the class to discuss how to move forward.

If the student continues being disruptive, the student would move through the appropriate in-class behaviour management system.

While each period begins afresh, teachers are requested to monitor yellow and red cards that a student has had during the day and to make the Dean aware if the day is not going well for the said student.

As with sport, there will be some infringements that move a student directly to either a yellow or a red card, at which point the Head of School will become involved.

Initialed by: _____(parent)_____ (middle student)

Part Two

- 1) It is expected that the student upholds the values of the school at all times
- 2) The student is required to abide by the school rules and regulations.
- 3) The student will obey the laws of New Zealand.
- 4) Student is expected to wear the appropriate school uniform each term. Every term there are specific days where students come in Mufti. On Mufti days students are expected to dress modestly, shorts need to be at least mid-thigh unless they are proper running shorts. Miniskirts are **NOT** allowed. Students are not allowed to wear singlets unless it's an HCS athletic gear.
- 5) When student participate in activities that involve swimming, girls will have to wear a one-piece swim suit. **NO** bikinis nor a 2-piece swimsuit is allowed.
- 6) The student is expected to show respect to teachers & staff, peers and other students. Disrespectful behaviour such as foul language or teaching someone to mouth bad language, abuse, rudeness, harassment and bullying is not acceptable.
- 7) The student is **NOT** allowed to bring to school any object that could place other students, staff & teachers at risk. Objects could include knives, any form of weapon including firearms traditional or religious knives / daggers, offensive items, fireworks, cigarettes, e-cigarettes, vape, matches, cigarette lighters, alcohol, illegal drugs, party pills or pornographic material.
- 8) The student is expected to respect and take care of school property. Vandalism, graffiti or abuse of school property is **NOT** acceptable.
- 9) Student is asked to refrain from any form of dishonest behaviour like theft, cheating and plagiarism.
- 10) The student is **NOT** allowed to wear any form of body piercing (girls are allowed a small ear stud) or tattoos.
- 11) If the student is biking, skateboarding to and from school; he or she agrees to abide by safety requirements like wearing a helmet.
- 12) Learning to drive a car or motorbike is permitted, provided it is done in accordance to New Zealand Transport Authority rules. Student is **NOT** encouraged to purchase their own cars or motorbikes unless they are living with their parents. If driving or riding a motorbike to school, please produce a copy of your New Zealand license at the International office. The originals need to be sighted by the staff.
- 13) When the student is enrolled at HCS, he or she is **NOT** allowed to get engaged or married.
- 14) HCS encourages its students to engage in healthy friendships. Public display of affection in any manner or form is **NOT** allowed.
- 15) International high school student who will participate in NCEA assessments will **NOT** be able to avail the help of translators.
- 16) Student is allowed to use iPads (Y 1- 10) and Laptops (Y11 – 13) for learning purposes ONLY. Student will **NOT** be allowed to use mobile phones for learning purposes.
- 17) Student will **NOT** be allowed to use mobile phones during school hours which includes tea breaks and lunch breaks.
- 18) Student below the age of 10 are required to live with their parent(s). Student above the age of 10 can live with their parents or stay in a school approved homestay or designated caregiver. Student is **NOT** allowed to flat with other students or live in a rental property on their own.

Initialed by: _____ (parent) _____ (middle student)

Disciplinary Policy (Schedule Two)

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

Overview

2. Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not warrant any formal response other than a warning, the School will endeavour, where appropriate, to follow a two-stage disciplinary process.
3. In Stage One, the School will investigate and determine the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.
4. In Stage Two, if the School has determined that a breach has occurred, the School will consider the appropriate response to that breach, up to and including termination of the Agreement.
5. The Student will have an opportunity to provide a response to the alleged breach that the School is investigating (the Allegation) and any proposed disciplinary action that the School is considering taking (the Proposed Action).
6. This policy does not limit the School's power to take appropriate disciplinary action urgently and without following this process if this is necessary having regard to the seriousness of the breach.
7. This policy also does not limit the School's power to suspend the student for the duration of the disciplinary process where suspension is considered necessary for the safety or education of any person.

General Policy

8. When the School is conducting a disciplinary process involving the Student it will endeavour to provide the Student with the following:
 - (a) a written summary of the Allegation or the Proposed Action;
 - (b) an opportunity to respond to the Allegation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
 - (c) an opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Allegation or the Proposed Action) before giving a response;
 - (d) an opportunity to contact his or her Parent before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Allegation or Proposed Action;
 - (d) an opportunity to have an independent support person of his or her choice present at any meeting relating to the disciplinary process;
 - (e) an opportunity to meet with that support person in private at any stage during the disciplinary process;
 - (f) an opportunity to have a translator present (or otherwise facilitate the student participating in the process in his or her own language) during any meeting or process if the School or the Student considers that a language barrier means that a translator is required; and
 - (g) a copy of this policy setting out the rights which the Student has when engaging in the disciplinary process.

Initialled by: _____(parent)_____ (middle student)

Disciplinary Procedure

Stage One: Incident Investigation

9. When the School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise warrant a disciplinary response, the School will notify the Student of the Allegation and will provide the Student with an opportunity to give a response.
10. Where appropriate, having regard to the seriousness of the Allegation, the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the Allegation.
11. When the School makes a decision about the Allegation it will advise the Student and parent, in writing if possible, about its conclusion as to what happened and whether it amounts to a breach of the Agreement.

Stage Two: Outcome Discussion

12. If the School determines that a breach of the Agreement has occurred, it will advise the Student and parent of the possible disciplinary actions that it will consider taking in response to the breach and will provide the Student and parents with an opportunity to give a response.
13. Where appropriate, having regard to the seriousness of the breach, the Student and parent will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the disciplinary action to be taken.
14. When the School makes a decision about the disciplinary action that it will take in response to the breach it will advise the Student and parents of its decision, in writing if possible. The disciplinary action will not take effect, and no actions will be taken to put it into place, until the Student and parents have been advised of the decision.

Initialed by: _____ (parent) _____ (middle student)

Refund Policy (Schedule Three)

Request for a refund of international student fees

The school will consider all requests for a refund of international student fees. Requests should be made in writing to the school as soon as possible after the circumstances leading to a request.

1. A request for a refund should provide the following information to the school:
 - a) The name of the student
 - b) The circumstances of the request
 - c) The amount of refund requested
 - d) The name of the person requesting the refund
 - e) The name of the person who paid the fees
 - f) The bank account details to receive any eligible refund
 - g) Any relevant supporting documentation such as receipts or invoice.

Non-refundable fees

2. The school is unable to refund some fees. The following fees relate to expenses that the school may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:
 - a) **Administration Fee:** Administration fees meet the cost of processing an international student application. Administration fees exist whether an application is accepted or not or whether a student remains enrolled after an application is accepted.
 - b) **Insurance:** Once insurance is purchased, the school is unable to refund insurance premiums paid on behalf of the student. Students and families may apply directly to an insurance company for a refund of premiums paid.
 - c) **Homestay Placement Fee:** Homestay placement fees meet the cost of processing a request for homestay accommodation by the student. Costs incurred for arranging homestay accommodation for the student prior to the refund request, cannot be refunded.
 - d) **Used Homestay Fees:** Homestay fees paid for time the student has already spent in a homestay cannot be refunded. Used homestay fees may also include a notice period of two weeks.
 - e) **Portion of Unused Tuition Fees:** The school may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the school and may vary.

Request for a refund for failure to obtain a study visa

3. If the student fails to obtain an appropriate study visa, a refund of international student tuition fees will be provided less any administration fee that has been paid.

Requests for a refund for voluntary withdrawal from enrolment - Withdrawal prior to enrolment

4. If a student is withdrawn and unable to attend or to complete a course under the following exceptional circumstances:
 - a) the student's serious illness (a full medical certificate must be provided); or
 - b) the death or serious illness of an immediate member of the student's family (full medical evidence must be provided); the unutilised portion of the fees is then available to be refunded; or
 - c) If the Student withdraws before the start of their enrolment, owing to medical or travel conditions arising from Covid- 19, the school will provide a full refund of fees.
 - d) If the Student withdraws before the start of their enrolment, owing to medical or travel conditions arising from Covid- 19, the school will provide a full refund of fees.

Initialed by: _____(parent)_____ (middle student)

5. If a Student is withdrawn for reasons other than as stated in (1, 2, 3 or 4), the refund structure is as follows:
 - a) before the end of the Student's first New Zealand school term, where four terms' fees have been paid in advance for that year, two terms' tuition fees only; or
 - b) before the end of the Student's second New Zealand school term, where four terms' fees have been paid in advance for that year, one term's tuition fees only; or
 - c) after the end of the Student's second New Zealand school term, no refund of tuition fees will be made for the balance of that year; or
 - d) where fewer than four terms' fees have been paid in advance, there will be no refund for tuition fees

Requests for a refund where the School fails to provide a course, ceases as a signatory or ceases to be a provider

6. If the School fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the School will negotiate with the Student or their family to either:
 - a) Refund the unused portion of international student tuition fees or other fees paid for services not delivered or
 - b) Transfer the amount of any eligible refund to another provider or
 - c) Make other arrangements agreed to by the student or their family and the school.

Where the Student's enrolment is ended by the School

7. In the event the Student's enrolment is ended by the School for a breach of the Contract of Enrolment, the School will consider a request for a refund less:
 - a) Any non-refundable fees set out in this policy
 - b) Two terms tuition fee
 - c) Any other reasonable costs that the school has incurred in ending the student's enrolment

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

8. If the student changes to a domestic student after the start date of their enrolment, a term's written notice of the change is required by the School. In order to process the change, parent(s) are requested to submit an email / letter from immigration stating that their visa application is under process and / or a letter informing the school their intention to apply for work / residency visa. Unless otherwise agreed by the school, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

Where the Student voluntarily requests to transfer to another signatory

9. If the Student requests to transfer to another signatory after the start date of their enrolment, reasonable written notice of the transfer is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

Request for a refund of homestay fees

10. If for any reason, the Student withdraws after the start date of their enrolment, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
11. Where a student moves from a school homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this policy.

Requests for a refund of fees unused at the end of enrolment

12. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000.00 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.

Initialed by: _____ (parent) _____ (middle student)

Outstanding activity fees or other fees

13. Any activity or other fees incurred by the Student during enrolment and owed to the School at the time of withdrawal, will be deducted from any eligible refund.

Rights of families after a decision regarding a refund has been made by the School

14. A decision by the School relating to a request for a refund of international student fees will be provided to the Student or Parents in writing and will set out the following information:
- a) Factors considered when making the refund decision
 - b) The total amount to be refunded
 - c) Details of non-refundable fees
15. The Student and their family has the right to take a grievance to the Code Administrator or Disputes Resolution Scheme in the event they are dissatisfied with a refund decision made by the School.

Note: *The responsibility for the implementation and review of this policy lies with the Finance Committee of the Board. All Hamilton Christian School policies are reviewed biennially.*

Initialed by: _____(parent)_____ (middle student)

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 (When placing a student in a School Approved Homestay)

Terms and Conditions:

1. For the purposes of this Agreement the following terms shall have the following meanings:

Accommodation means the residential accommodation provided to the Student under to this Agreement.

Accommodation Requirements means the rules and requirements of the Accommodation as set out in Schedule One.

Agreement means this Accommodation Agreement between the Student, School, and Parents which governs the Student's Accommodation arrangements.

Application Form means the standard enrolment application form.

Code means the Education (Pastoral Care of International Students) Code of Practice 2016 as updated from time to time and available online at www.legislation.govt.nz under Education (Pastoral Care of International Students) Code of Practice 2016.

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

Homestay has the meaning as set out in the Code.

Parents means the Parents referred to in the Application Form.

Residential Caregiver means the person responsible for the Student at the Accommodation.

Residential Caregiver Agreement means an agreement between the School and the Residential Caregiver.

School means the school referred to in the Contract of Enrolment.

Student means the International Student residing at the Accommodation as referred to in the Application Form.

Tuition means the education of the Student at the School.

All other terms have the same meaning as in the Contract of Enrolment.

2. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to live at an Accommodation approved by the School using the process set out in the Code.

3. The Parents and Student agree to the following terms and conditions of the Accommodation:

- a) The School agrees that all information regarding the Residential Caregiver, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:

- i) To the Student, the Parents or Residential Caregiver (as the case may be);

- ii) To any professional consultant or such person where it is in the interests of the Student to provide the information;

- iii) According to any statutory or other legal duty.

- b) The Parents agree that if behaviours or conditions of the Student emerge after placement with a Residential Caregiver such that the Residential Caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement.

- c) The Parents or the Student have the right under the Privacy Act 1993 to see and request corrections of any personal information held by the School concerning them in relation to the Student's placement with a Residential Caregiver.

- d) Under the Privacy Act 1993, any information collected may be provided to education authorities.

- e) These terms and conditions may be changed by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.

4. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):

- a) Charge the Parent such fees as required to pay for extra requirements due to providing misleading information or the lack of disclosure; or

- b) Terminate this Agreement.

5. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:

- a) the Residential Caregiver and the School entering into a Homestay Carer Agreement or a Designated Caregiver Agreement; and

- b) the School's usual requirements and policies relating to the Accommodation.

6. The School will ensure that to the best of its ability:

- a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;

- b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;

- c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the School;

- d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and

- e) The Student only engages in lawful, responsible and positive recreational activities outside of School.

7. Unless otherwise agreed in writing by the parties, the Parents agree for the Student to travel and stay overnight within New Zealand in the care of their Residential Caregiver for not more than seven days where the travel does not involve the Student participating in any adventure activities or extreme sports, or result in the Student missing any scheduled school days.

8. The School will seek specific written agreement from the Parents for travel or overnight stays of more than seven days or that results in the Student missing any scheduled school days.

9. The Student will seek specific written agreement from the School before the Student, being a Student of any age, participates in any activities which are considered to be adventure activities or extreme sports. The School will only give such Agreement where approved by the Parents.

10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may

Initialled by: _____(parent)_____ (middle student)

include regular check-ins with both the Student and the Residential Caregiver.

11. Unless otherwise agreed in writing, the Student will be entitled to start their Homestay at the Accommodation 5 days before the Period of Enrolment (as that term is defined in the Contract of Enrolment) starts and 5 days following the end date of the Period of Enrolment (as that term is defined in the Contract of Enrolment). Should this Agreement be terminated before the expiry of the Period of Enrolment the Student will be required to move out of the Accommodation immediately. The School may, at its sole discretion, and without being required to do so, extend the time for the Student to move out of the Accommodation. Any such extension shall be given in writing and shall be without prejudice to the School's right to later insist that the Student immediately move out of the Accommodation.

Expectations

12. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
13. In the event that the Student is removed from a Residential Caregiver for any reason, the School will take all reasonable steps to find, over a reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.
14. The Student will treat the Accommodation with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.

Fees

15. The Parents must pay all accommodation fees to the School according to the School's fee schedule as defined in the applicable Contract of Enrolment.

Termination

16. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
17. If the Student is suspended, expelled or excluded from the School, the parties agree that this shall constitute a breach of the Accommodation Requirements and this Agreement may be terminated as a consequence.
18. Where this Agreement is terminated, fees may be refunded in line with School Policies.

General

19. This Agreement shall be construed and take effect according to the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents:
 - a) submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - b) agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
20. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be considered to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be considered to have been received when acknowledged by the party or by return email.
21. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.

22. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.

Disputes

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

Initialed by: _____(parent)_____ (middle student)

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 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.
3. To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments.
4. To comply with all homestay rules, expectations and curfews set by the School and Homestay parents, including any policies of the School which apply.
5. To not use or not do anything which may cause damage to the Accommodation, including applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.
6. To keep the homestay parents informed of their whereabouts at all times.
7. To stay at the homestay address daily and not to travel overnight outside of the town or city (as defined by the School) where the student is living without prior written permission of the School. This clause shall not prevent the Student travelling between the Homestay and the School.
8. To respect the privacy, values and property of the Homestay.

SIGNING

Parents

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

Name(s): _____

Signature(s): _____

Date: _____

School

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

Name: _____

Signature: _____ Date: _____

Student

By signing below, the Student confirms he/she has read and understood the Agreement and agrees to abide by the Code, the School Policies and (to the extent applicable) the Agreement:

Name: _____

Signature: _____ Date: _____

Initialed by: _____ (parent) _____ (middle student)

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
(Required when placing a student with a Designated Caregiver)**

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

School Name: **HAMILTON CHRISTIAN SCHOOL**

Student's Name: _____

Mother's Name: _____ Father's Name: _____

Name of caregiver 1: _____
(husband/ wife of relative or close family friend)

Name of caregiver 2: _____
(husband/wife of relative or close family friend)

Address: _____

AGREEMENTS

1. The Student and the Parents are parties to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are considered to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver/s will provide residential care for the Student while enrolled as an international student at the School.
3. The School has provided, and the Designated Caregiver/s have read and understood, the sections of the Education (Pastoral Care of International Students) Code of Practice 2016 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agree to act as Designated Caregiver/s to the Student in accordance with these requirements.
4. For the avoidance of doubt, The Designated Caregiver/s agree that the accommodation provided is caring, safe, positive, is a healthy environment, and supports the Student to achieve their academic goals.
5. The School agrees that all information regarding the Designated Caregiver/s relating to the Agreement will be kept confidential, except disclosure to the Student or their parents or their legal guardians, to any professional consultant or such person where it is in the interests of the Student to provide the information or according to any statutory or other legal duty.
6. Approval is required from the School prior to the Student's placement with the Designated Caregiver/s.
7. The Designated Caregivers agree 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.
8. Failure by the Designated Caregiver/s to provide the residential care required by the School and the Code may result in the school's approval of the Designated Caregiver/s being withdrawn.
9. The Designated Caregivers agree to support the Student to abide by all rules and expectations set by the School.
10. In the event the school withdraws its approval of the Designated Caregiver/s, the Agreement is terminated, and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parents.
11. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the Designated Caregiver/s and this may include regular visits to the Designated Caregiver/s and meetings with both the Student and the Designated Caregiver/s.
12. The Designated Caregiver/s will provide the School with fourteen days (14) days prior notice of any change in circumstances that may affect the Agreement. This includes any change of Residence or any change to the number of adults over eighteen (18) years of age living at the Residence.
13. The Parent/s agree that the School is not responsible for the Student's care while in the care of the Designated Caregiver/s.
14. The Student will treat the accommodation provided by the Designated Caregiver/s ("Accommodation") with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.
15. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.
16. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed counterparts may be delivered by email or facsimile transmission.

Initialed by: _____ (parent) _____ (middle student)

SIGNING

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

Parent/s:

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

Name: _____ Name: _____

Signature: _____ Signature: _____

Date: _____

Designated caregivers:

By signing below, the Designated Caregivers confirm they have read the Agreement and agrees to be bound by it in all respects:

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

School:

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

Name: _____ Signature: _____ Date: _____

Initialed by: _____ (parent) _____ (middle student)