

ST MARY'S COLLEGE AUCKLAND, NEW ZEALAND CATHOLIC SCHOOL FOR GIRLS

OFFICE USE ONLY 2018				
KAMAR NO.				
NSN NO.				
INTERNATIONAL				

INTERNATIONAL STUDENT APPLICATION FORM AND ENROLMENT AGREEMENT SECONDARY SCHOOL

APPLICATION PROCESS

PRE- APPLICATION

Please submit the **student's school report/transcripts** or evidence of her commitment to studies and English Language level. Send a **page of handwriting** from the student. She can write anything that interests her and tell us about her family and friends, her school, hobbies and future ambitions.

If the International Director is satisfied with the student's performance the following procedure is required:

- 1. Complete the Application & Contract Form and sign the Declaration. Make sure you have a SKYPE address for an interview and student's EMAIL address for the on-line English test.
- Complete the Student Profile sheet
- 3. Complete the Student's Intentions and Subject Choices sheet
- 4. Complete the Designated Caregiver's form if the student is not living in a St Mary's Homestay (if applicable)
- 5. Complete the Student Contract for living with a Parent (if applicable)
- 6. Please send a copy of student's passport & insurance

STUDENT'S EMAIL ADDRESS FOR ONLINE TEST

7. Scan everything to SUE KING sking@stmaryak.school.nz

ENROLMENT/ACCEPTANCE PROCEDURE

Once the student's application has been received an on-line English test will be sent to the student and then a SKYPE interview will be set up. (Year 11 student's English needs to be at Pre-Intermediate level and Year 12 -13 student's English needs to be at an Intermediate Level to cope with the NZ curriculum).

Once the entrance test is completed and the Skype interview done the International Dean recommends the student for enrolment to the Principal. The Principal then approves/declines the enrolment.

Each student from Year 8 needs to have a Windows compatible laptop/tablet/device to study at St Mary's College.

STUDENT'S SKYPE ADDRESS FOR INTERVIEW:						
STUDENT'S SKYP		INTERVIEW:	beverley.neeve			
Student Details (Na	ame must be as it app	ears on your passp	oort)			
Family name:				First name:		
Preferred name:				Date of birth:		
Address: (In home country)						
First language:			Country of	citizenship:		
Passport number:			Expiry date	: :		
Religion:			Baptised (p	place/date):		
Intended start date:			Intended e	nd date:	Total years:	
Applying for year lev	/el:	□8 □9	□ 10 [□ 11 □12	□13	



PART ONE:

Father's Details: (Name must b	e as it appears on	your passport	:)		
Title: Mr Dr Dr					
Family name:				Date of Birth:	
First name:				Occupation:	
Street Address					
Postal Address					
Home Phone:	Mobile:			Email:	
First language:	Speak Eng	glish 🗌 Ye	s 🗌 No	Read English	☐ Yes ☐ No
Passport number:	Expiry date	e:		Country of citizensh	ip:
Mother's Details: (Name must I	be as it appears on	your passpor	t)		
Title: Mrs M	iss Ms	Dr 🗌			
Family name:				Date of birth:	
First name:				Occupation:	
Street address:					
Postal address:					
Home phone:	Mobile:			Email:	
First language:	Speak Eng	glish	s 🗌 No	Read English	☐ Yes ☐ No
Passport number:	Expiry date	e:		Country of citizens	ship:
Emergency Contact (In home c	ountry, other than p	arents):			
Contact's name					
Mobile phone					
Home phone					
Email address					
Agent Information (If using an	agent)				
Agency name:	,				
Agent name:					
Agent email address:			Phone:		
Medical Information					
Name of doctor (in home country	-		hone numbe		
Does the student have any histor	ry of previous illnes	s that may aff	ect their eni	olment, including mer	ital illness?
☐ Yes ☐ No If 'Yes' please provide details.					
Please tick the appropriate box if	you suffer from or	have suffered	d from any o	f the following medica	conditions:
□ Asthma □ Back/Nec □ HIV or Aids □ Diabetes □ Tuberculosis □ ADD or A □ Depression/Anxiety □ Other: (Please describe)		Glandular Fe Hepatitis A, Allergies	B or C	Allergy to bee/wasp s Epilepsy Food Allergies	stings □ Migraines □ Heart Conditio □ Eating Disordo



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.							
Is the student currently on any medic	cation?						
☐ Yes ☐ No If 'Yes' please provide details.							
Please note: If you suffer from co- will be required to notify the scho						tion to	NZ. You
Is the School able to administer two	tables of Parace	etamol (reco	ommended d	ose) for mild head	daches or cramps?		
☐ Yes ☐ No							
Immunisation History	ı						
Hepatitis B	Yes	□No	Date imm	unised if known:			
Measles	☐Yes	□No	Date imm	unised if known:			
Mumps	Yes	□No	Date imm	unised if known:			
Rubella	☐Yes	□No	Date imm	unised if known:			
Tetanus	Yes	□No	Date imm	unised if known:			
Is there anything further that the sch student?	Is there anything further that the school needs to be aware of that may impact the suitability of the student as an international student?						
☐ Yes ☐ No If 'Yes' please provide details.							
Learning Information							
Does the student have any learning	or behavioural	difficulties re	equiring extra	a school support o	or services?		
☐ Yes ☐ No If 'Yes' please provide details.							
General Details							
	Has the student previously applied for entry to the school? Yes If yes, when? No)	
					No		
			Year attend	led:			
Has the student previously studied a	at any other NZ	school?	☐ Yes	☐ No			
If yes, please state the name of the	school:				Dates:		
How many years has the student studied English? [] Months [] Years							
Can the student have her photo taken for promotional/marketing/school website purposes:							
Has the student been convicted or brought before any Courts? Yes No If 'Yes' please provide details.							



Accommodation Requirements (please complete Homestay	Profile attached)			
Accommodation choice:	giver (relative or family friend)			
Interests:				
Other interests:				
Does the student have any food allergies or special dietary requi	rements?			
☐ Yes ☐ No If 'Yes' please provide details.				
Designated Caregiver Details (If staying with a relative or close form)	e family friend) (please complete Designated Caregiver			
Name of caregiver:	Relationship to student:			
Address (in NZ):				
Home phone:	Mobile:			
Email: Occupation:	Place of work:			
Insurance Details				
Do you wish to purchase Unicare insurance through the school a	at a cost of \$580.00?			
If you are providing your own insurance please provide the name	e of your insurer:			
Policy number:				
Insurance cover start date: : / /	Insurance cover expiry date: / /			
Please provide an English copy of the policy details with this app	lication form.			
Student's Intentions				
After finishing high school Do you plan to study at a University?	□No			
Where would you like to go to University?				
What would you like to study?				
Do you want to get a University Entrance Qualification in New Zealand? Yes No OR Do you just want to attempt NCEA at your respective level and leave with a Certificate of Graduation? Yes No				
Do you plan to finish the New Zealand school year (and sit external NCEA exams)				
Please refer to the subject choices attached				
Subject Choices				
Subject	Year Level			
1.				
2.				
3.				
4.				
5.				

Please note: Subject choices indicated in this application are an indication only. The school reserves the right to change subject availability at any time. Entry to some courses may require prior learning.



6.

PART TWO:

THE TERMS AND CONDITIONS APPENDED 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 THE TERMS AND CONDITIONS ARE READ CAREFULLY.

Terms and Conditions:

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

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

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

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 Agreement.

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

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

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

Homestay has the meaning as set out in the Code.

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

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

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

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

Tuition means the education of the Student at the School.

Period of Study means 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.

- The School shall provide Tuition to the Student in accordance with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.
- The Parents or Legal Guardians and Student agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of the School.
- 4. The Parents or Legal Guardians and Student 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 or Legal Guardians and Student understand that the School has an obligation to report any breaches of the immigration requirements to the appropriate immigration authority including an unsatisfactory attendance rate (students are required to have a 95% attendance rate).
- The Parents or Legal Guardians and the Student agree that this Agreement is subject to an Accommodation Agreement or

- Designated Caregiver Agreement being entered into by all relevant parties.
- The Fee must be paid to the School in advance of each Period
 of Study or as otherwise directed by the School. The Parents
 or Legal Guardians and the Student agree to comply with
 school policies regarding the payment of the Fee.
- If Tuition is terminated by the School during a Period of Study, in accordance with the Act and the Code, any refund of the Fee applicable to that Period of Study will be assessed in accordance with school policies (see Refund Policy)
- The Parents or Legal Guardians and the Student, who have signed this Agreement irrevocably 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, 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 or Legal Guardians.
- 9. The Parents or Legal Guardians irrevocably authorise the principal 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 or Legal Guardians and agree to appoint the Residential Caregiver in New Zealand to receive such information in substitution for the Parents or Legal Guardians.
- 10. The Parents or Legal Guardians agree to provide the School with academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents or Legal Guardians provide misleading information or fail to disclose information about the Student to the School, such that the School has to change or modify the level of Tuition or Accommodation required by the Student, the School may charge the Parent or Legal Guardians such fees as required to adequately compensate for such additional requirements.
- 11. The Parents or Legal Guardians agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. If requested, the Parents or Legal Guardians will provide the School with evidence of the relevant insurance policy.
- 12. The School shall at all times comply with the Health and Safety at Work Act 2015.
- Nothing in this Agreement limits any rights that the Parents, Legal Guardians or Student may have under the Consumer Guarantees Act 1993.
- 14. It is acknowledged that provisions in the Act relating to the suspension, expulsion or exclusion of students will apply to the Student while in New Zealand. Any decision to expel or exclude the Student shall terminate this Agreement and the School's refund policy will apply.
- 15. The Student will comply at all times with school policies, the Code and the Act, and the Parents or Legal Guardians shall work with the School to ensure such compliance.
- 16. 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.

- 17. 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 or Legal Guardians irrevocably:
 - 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.
- 18. 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 (10) days after posting. The Parties also agree that email correspondence is a suitable means of communication and emails will be deemed to have been received when acknowledged by the party or by return email.
- 19. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the Agreement may be changed by the School in consultation with the Student, and Parents or Legal Guardians, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Year of Study with the School.
- 20. The Parents or Legal Guardians and Student 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 or Legal Guardians and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents or Legal Guardians.
 - (b) If the Student and/or Parents or Legal Guardians fail to provide any information requested in relation 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, than this Agreement will be at an end.
 - (d) Personal information of the Student and/or Parents or Legal Guardians 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) All personal information provided to the School is collected and will be held by the School.
 - (f) The Student and Parents or Legal Guardians have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.
 - (g) Under the Privacy Act 1993, any information collected may be provided to education authorities.

- (h) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.
- 21. Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School.
- 22. The School's responsibility for the Student ends on the last day of the Period of Study, or in the event that the Student's Tuition is terminated, on the date of termination.
- 23. The conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Study. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the issue of an offer of place for a further Period of Study and the payment of Fees.
- 24. Without limiting any obligations set out in school policies, the Parents or Legal Guardians and Student agree that the Student:
 - (a) Must comply with school policies;
 - (b) Must comply with all terms of the Accommodation Agreement; and
 - (c) Must maintain an up-to-date visa as stipulated by Immigration New Zealand.
- 25. 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.
- 26. 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 or facsimile transmission.
- 27. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.

STAND-DOWNS, SUSPENSIONS, EXCLUSIONS AND EXPULSIONS FROM SCHOOLS

The parties agree that all relevant provisions of the Education Act 1989 shall apply to the student in New Zealand. Any decision under these provisions to expel or exclude the Student will follow the Ministry of Education's guidance for schools on stand-downs, suspensions, exclusion and expulsion and shall terminate this Agreement. For more information visit https://www.education.govt.nz/school/managing-and-

http://www.education.govt.nz/school/managing-and-supporting-students/student-behaviour-help-and-guidance/stand-downs-suspensions-exclusions-and-expulsions-quidelines/



REFUND INFORMATION FOR INTERNATIONAL STUDENTS (REFUND POLICY) (BOT APPROVED)

- If a student withdraws from their course of study before the completion date they may be eligible for a refund of tuition fees.
- 2. If the school ceases to become a signatory or education provider the unused portion of any fees or services not delivered will be refunded to the parent or legal guardian.
- 3. An application for refund of fees must be made in writing by the parents within one month of the last day of attendance to the Principal as agent for the Board of Trustees explaining why the student has withdrawn from the course and the reasons for seeking a refund.
- 4. If the application is made before or after the start of the course, but before the second half of the course, the fees may be refunded less:
 - An administration charge of \$300.00
 - Costs to the school already incurred for tuition or otherwise in contemplation of the student's attendance
 - Components of the fee already committed for the duration of the course, including appropriate proportions of salaries of teachers and support staff (if applicable)
 - Costs already incurred for the use of facilities and resources
 - The proportion of the Levy the school is required to pay to the proprietor
 - Insurance premiums
 - And any other costs already incurred
- 5. If the application is made during the second half of the course, the student will not receive a refund except in exceptional circumstances. The beginning of the third school term is the start of the second half of a full year course

In exceptional circumstances, refunds may be granted on compassionate grounds e.g. death of a close family member, serious illness, accident, natural disaster). All such refunds will be at the discretion of the Principal and the Board of Trustees.

- 6. No refund will be made to a student who is expelled from the school by the Board of Trustees, who wishes to transfer to another school or who has had their tuition **terminated for the following reasons**:
 - In the event of continued and unexplained absenteeism (students are required to attend at least 90 percent of the time)
 - Where a student voluntary withdrawals from the school or returns home for any reason <u>other</u> than serious illness, accident, death of a close family member or natural disaster.
 - The exclusion or expulsion of the student in accordance with the Education Act 1989
 - Provision of false or misleading information by the student on enrolment
 - Inadequate progress by the student
 - Failure by the student to pay fees
 - Failure by the student to obtain a study visa
 - Where the signatory is unable to guarantee accommodation due to the student's behaviour in the event of criminal behaviour by the student (including such behaviour outside the signatory's premises)
- 7. St Mary's College will ensure that they abide by the principles of natural justice.
- 8. Refund of Fees will be at the discretion of the Principal and Board of Trustees if an International fee paying student gains permanent residency during their course.
- 9. Disputes about any refund will be treated in accordance with the Code of Practice for the Pastoral Care of International Students. After 1 July 2016, all complaints and/or disputes will be dealt with under the new Code of Practice and/or the International Student Contract Dispute Resolution Scheme (DRS). The <u>Dispute Resolution Scheme</u> can be downloaded as a pdf from the following website http://www.education.govt.nz/ministry-of-education/legislation/regulations-to-support-international-students/

HOMESTAY FEE CONDITIONS

If a student moves out of a homestay before the end of the contract, the portion of the homestay fees not already used will be refunded. The Homestay Placement Fee cannot be refunded.

- 1. The 2018 home stay charge is NZ\$290.00 per week plus a placement/admin fee of NZ\$350.00. The homestay fee includes three daily meals, laundry facilities, and a warm bedroom with study facilities and internet usages.
- 2. Homestay changes can only be made with the approval of the International Director. Two weeks' notice, in writing/email or \$580.00 is paid to the host family <u>regardless if the student moves out prior to the two week notice period</u>. Homestay placement fees of \$350.00 apply to each new homestay.
- 3. **Homestay Retainer Fee**. This is payable when the student leaves at the end of the year and wants to "Hold" their room until they return to NZ. They are to give two weeks' notice (or \$580.00) and then \$50 a week is charged up to a maximum of \$250.00. Student's belongings can be stored out of the room in another part of the house if the homestay wants use the room or belongings can be stored in the school garage for no charge. If the student moves out completely there is no retainer fee paid (but two weeks' notice of \$580.00 still needs to be given).
- 4. Homestay families are paid \$290.00 per week during term break holidays. If the student leaves during term time or during the term holidays for longer than two weeks, the homestay family are paid two week's payment (\$580.00) then \$50 after that (to a maximum of \$250.00 or five weeks).



WEBSITE, COMPUTING AND CYBER SAFETY RULES

- 1. As a responsible and safe user of the school and my own ICT equipment I will keep myself and other people safe by following these rules:
- 2. I cannot use school ICT equipment until my parent/s and I have read and signed my use agreement form and returned it to school
- 3. If I have my own user name, I will log on only with that username. I will not allow anyone else to use my username
- 4. I will not tell anyone my password
- 5. While at school or on a school related activity, I will not have any involvement with any ICT material or activity which might put myself or anyone else at risk. (eg: bullying or harassing)
- 6. While at school, I will not access or attempt to access, inappropriate, age restricted or objectionable material
- 7. I will not make any attempts to bypass security, monitoring and filtering that is in place at the school
- 8. I understand that I can only use the internet at school when a teacher gives permission and there is staff supervision
- 9. I understand that I must not at any time use ICT to upset, offend, harass, threaten or in any way harm anyone connected to the school or the school itself, even if it is meant as a joke
- 10. I understand that these rules also apply to my mobile phone or any other device that connects to the internet

ST MARY'S COLLEGE CYBER SAFETY / INTERNET AGREEMENT FORM

We understand that St Mary's will:

- 1. Do its best to keep the school cyber safe, by maintaining an effective cyber safety programme. This includes working to restrict access to inappropriate, harmful or illegal material on the internet or school ICT equipment and devices
- 2. Keep a copy of the signed agreement on file
- 3. Respond quickly and appropriately to any breaches of this agreement
- 4. Provide members of the school community and students with cyber safety education designed to complement and support the agreement initiative
- 5. Welcome enquiries from students and parents about cyber safety issues

Student:

My responsibilities include the following:

- 1. Reading this cyber safety agreement carefully
- 2. Following the internet and cyber safety rules of the school whenever I access the schools internet. (I will avoid any involvement with material or activities which could put at risk my own safety, or the privacy, safety and security of the school or other members of the school community
- 3. I will take care of the school ICT devices and/or my own and any damage to school ICT may result in my family having responsibility for the cost of repairs. I also understand that damage to my own device is my and my family's responsibility
- 4. I will keep a copy of this agreement safe so I can refer to it in the future
- 5. I will ask the relevant staff member if I am not sure about anything to do with this agreement
- 6. I have read and understood my responsibilities and agree to abide by this cyber safety use agreement. I know that if I breach this use agreement there may be serious consequences.
- 7. I understand that this includes any privately owned device on the school site or at any school related activity.

Parent/Caregiver:

My responsibilities include the following:

- 1. I will read this agreement and discuss it with my daughter so we both have a clear understanding of our role in the school's work to maintain a cyber-safe environment
- 2. I will ensure that this agreement is signed by my child and by me, and returned to the school
- 3. I will encourage my daughter to follow the cyber safety rules and instructions
- 4. I will contact the school if there is any aspect of this agreement I would like to discuss
- 5. I have read this cyber safety agreement document and am aware of the school's initiatives to maintain a cyber-safe environment, including my daughter's responsibilities

Please note: This agreement will remain in force for the length of time that your daughter is enrolled at St Mary's. If it becomes necessary to add or amend any information or rule, parents will be advised in writing.



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 enrolment. We agree that we have received sufficient information to make an informed decision about enrolment at the School.

EXECUTION

P	arents	/Leo	ıal G	uard	ians

By signing below, the Parents or Legal Guardians (as applicable) confirm that they have read the Agreement and agree to be bound by it in all respects:
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, School Policies and (to the extent applicable) the Agreement:
Name:
Signature:
Date:



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



ST MARY'S COLLEGE, AUCKLAND 2018 INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT



(When placing a student in a School Approved Homestay)

Terms and Conditions:

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

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

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

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

Application Form means the standard enrolment application form.

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

Enrolment Agreement 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 Mother and Father referred to in the Application Form.

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

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

School means the school referred to in the Application Form.

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

Tuition means the education of the Student at the School.

- The School is a signatory to and complies with the Code. Every international student is required to reside at an Accommodation approved by the School using the process set out in the Code.
- The Parents and Student agree to adhere 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) Pursuant to any statutory or other legal duty.
- (b) The Parents confirm that they have read and understood the School's refund policy. If the Parents provide misleading information or fail to disclose information about the Student the School may (in its sole discretion):
- Charge the Parent such fees as required to adequately compensate for additional requirements due to the lack of disclosure; or
- (ii) Terminate this Agreement.
- (c) 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.
- (d) 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.
- (e) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (f) 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.
- 4. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
 - (a) the Residential Caregiver and the School entering into a Residential Caregiver Agreement; and
 - (b) the School's usual requirements and policies in relation to the Accommodation.
- 5. 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;
 - 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



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- 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.
- The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular check-ins with both the Student and the Residential Caregiver.

Expectations

- The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
- 8. 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 reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.

Fees

9. The Parents must pay all accommodation fees to the School in accordance with the School's fee schedule.

Termination

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

General

- 12. 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.
- 13. 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 deemed 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 deemed to have been received when acknowledged by the party or by return email.

- This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
- 15. 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

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

Execution

17. 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 or facsimile transmission.





ST MARY'S COLLEGE, AUCKLAND 2018 INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT



(When placing a student in a School Approved Homestay)

Schedule One

While living with a School approved Homestay, the Student agrees:

- 1. To comply with all laws of New Zealand including those relating to the consumption of alcohol, cigarettes and illegal substances
- 2. To not engage in any social or leisure activities that may place them in undue danger or risk of harm
- 3. To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments
- 4. To not drive a motor vehicle except for the purposes of gaining a valid New Zealand driving license under the guidance of a licensed driving instructor
- 5. To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents
- 6. To not drink alcohol, smoke cigarettes or engage in any other activity that may cause damage to the home or property at the Homestay
- 7. To keep the Homestay parents informed of their whereabouts at all times
- 8. To not travel outside the local area of the School without prior written permission of the School
- 9. To respect the privacy, values and property of the Homestay

Execution

Parents By signing below, the Parents confirm that they have read th	ne Agreement and agree to be bound by it in all respects:
Name(s):	
Signature(s):	_
Date:	- -
School By signing below, the authorised signatory of the School coconfirms that the School will be bound by the Agreement in	nfirms that they are authorised to sign on behalf of the School, and all respects:
Name:	_
Signature:	_
Date:	_
Student By signing below, the Student confirms he/she has read an School Policies and (to the extent applicable) the Agreemen	d understood the Agreement and agrees to abide by the Code, the t:
Name:	_
Signature:	_
Date:	





St Mary's College Student's Profile for living in a Homestay

Name.	(First Name)			(Family Nam	 e)
Name vou	like to be calle				,	,
Nationality						
Personal E	mail:					
Family Me	mbers					
Name		Gender	Age	Relation to student	Occupation	
Your Intere	ests i.e. art. de	sian. dan	ice. dra	ma, languages		
0						•
Sport	<i>4</i> -l					
spor	t do you play o	enjoy?				
Would you	like to play a sp	oort at St I	Mary's (College	Yes□	No□
What sport			•			
vviiai sport	•					



Music								
Do you pl	ay an ins	trument	Yes□	No□				
If yes plea	ase state							
Would you	u like to p	olay an instru	ment at St Marys C	ollege	Yes		No□	
I would lik								
Other Info	ormatior	1						
Religion								
•	ish to go	to church in	the weekends?	Υe	es□	No□		
Health			.: 0					
•	-	lealth Restric	ctions?	Υ€	es□	No□		
(If Yes, pl	•							
Dietary R								
		□ Foods ye	ou don't like					_
		□ I am alle	rgic to			(ple	ase specify)	
HOMEST	AY INFO	RMATION						
St Mary's	College	does its best	to match you with	a family whe	re you w	ill be ha	ppy and have a	а
rewarding	and mer	morable expe	erience. Please tell	us more abou	ıt what ki	ind of far	mily you want to	Э
live with.								
Da	مانيال ماني	ar with mate	9 — Vaa 11	les suimests				
Do you m	ıına iivin		? □ Yes, I li			o.t	· homo)	
			n't like animals			aı	nome)	
				:			,	
			rgic to animals (ple					
Young children □ I like children a				en and don't mind being in a family with young children				
		□ I prefer t	o be in a family with	no young ch	nildren			
Iam	□qui∈	et	□friendly	□t	alkative			
	□inde	ependent	□serious	□t	houghtfu	ıl		
	□acti	ve	□shy		organise	b		



A SAMPLE OF HANDWRITING.

Please tell us a little bit about yourself. It could be about your hobbies or interests or				
your family or school life. In your own words describe why you want to come to New				
Zealand and to St Mary's College and what you hope to achieve while you are here. Also				
tell us about what your plans are when you leave St Mary's				





ST MARY'S COLLEGE, AUCKLAND 2018 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:	ST MARY'S COLLEGE	(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)

AGREEMENTS

- 1. The Parents agree that the Designated Caregiver will provide residential care for the Student while enrolled as an International Student at the School.
- 2. 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 Information for Residential Caregivers booklet and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
- 3. 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 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 pursuant to any statutory or other legal duty.
- 4. Approval is required from the School prior to the Student's placement with the Designated Caregiver.
- 5. 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.
- 6. 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.
- 7. 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 Parent/s.
- 8. 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.



- 9. The Designated Caregiver will provide the School with no less than 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.
- 10. The Parent/s agree that the School is not responsible for the Student's care while in the custody of the Designated Caregiver.
- 11. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.
- 12. 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 or facsimile transmission.

EXECUTION

PARENT/S:

	n that they have read the Agreement and agree to be bound by it in all respects: Father's Signature:
Mother's Name:	Mother's Signature:
Date:	Date:
DESIGNATED CAREGIVER: By signing below, the Designated C	regiver confirms that they have read the Agreement and agrees to be bound
by it in all respects:	egiver committe that they have read the Agreement and agrees to be bound
Name:	Signature:
Date:	
SCHOOL:	
	natory of the School confirms that they are authorized to sign on behalf of the will be bound by the Agreement in all respects:
Name:	Signature:
Date:	



Subjects and Options at St Mary's College 2018 PLEASE CIRCLE SUBJECTS OF INTEREST

Year 7 (Intermediate)	Year 8 (Intermediate)	Year 9	Year 10
Students study all subjects (plus 4 languages) Religious Education English and / or ESOL Mathematics Science Social Studies Health &	12-13 Years Old Students study all subjects (plus 2 languages) Religious Education English and / or ESOL Mathematics Science Social Studies Health &	All students study subjects in YELLOW (plus 1 language) Religious Education English and / or ESOL Mathematics Science Social Studies Health &	All students study subjects in YELLOW and THREE option subjects Religious Education English and / or ESOL Mathematics Science Social Studies Health &
Physical Education	Physical Education	Physical Education	Physical Education
			Health Science
Λ4	۸ 4	۸	Dance
Art	Art	Art	Art
Drama Music	Drama	Drama	Drama
<u>Music</u>	Music	Music	Music
(Plus 4 Languages)	(Plus 2 Languages)	(Plus 1 Language)	
Chinese	Chinese	Chinese	Chinese
French	French	French	French
Latin	Latin	Latin	Latin (numbers permitting)
Te Reo Maori	Te Reo Maori	Te Reo Maori	Te Reo Maori (numbers permitting)
English for Speakers of Other Languages (ESOL)	English for Speakers of Other Languages (ESOL)	English for Speakers of Other Languages (ESOL)	English for Speakers of Other Languages (ESOL)
Technology	Technology	Technology	Business Studies
	├	Design & Visual Communication	Design & Visual Communication
	\longrightarrow	Digital Technology	Digital Technology
		Fashion & Interior Design	Fashion & Interior Design
		(trimester programme)	-



Subjects and Options at St Mary's College 2018 PLEASE CIRCLE SUBJECTS OF INTEREST

Year 12 Year 11 Year 13 NCEA Level 1 **NCEA Level 2 NCEA Level 3 University Entrance (UE)** 15-16 Years Old 16-17 Years Old 17-18 Years Old

All students study subjects in All students study subjects in YELLOW and THREE option subjects

All students study RE and FIVE YELLOW and FIVE option

option subjects

subjects

Religious Education English and / or ESOL

Mathematics OR

Mathematics with Statistics

Science OR **Laboratory Science**

Geography History

Health Physical Education

Dance Art

Drama

Music Chinese French Latin* Te Reo Maori

English for Speakers of Other English for Speakers of Other

Languages (ESOL)

Accounting **Economics**

Design & Visual Communication

Digital Technologies Fashion & Interior Design Computer Science: Coding

Pathways

Religious Education English and / or ESOL

Media Studies Mathematics

Mathematics with Statistics

Biology Chemistry **Physics**

Geography History Gateway Health

Physical Education

Dance **Art Painting** Art Design Art Photography Drama

History of Art Music Chinese French Latin *

Te Reo Maori Classical Studies

Languages (ESOL) **Business Studies** Accounting

Economics Design & Visual Communication

Digital Technologies Fashion & Interior Design Computer Science: Coding

Supported Study

Religious Education

English and / or ESOL

Media Studies Mathematics Calculus Statistics

Biology Chemistry **Physics** Social Studies

Geography History Gateway Health

Physical Education

Dance Art Painting Art Design Art Photography

Drama History of Art Music Chinese French Latin *

Te Reo Maori

Classical Studies English for Speakers of Other

Languages (ESOL) **Business Studies**

Accounting **Economics**

Design & Visual Communication

Digital Technologies Fashion & Interior Design Computer Science: Coding

Supported Study

All subjects are available subject to student number and teaching timetables.

