

INTERNATIONAL STUDENT APPLICATION FORM AND ENROLMENT CONTRACT

PART ONE:

Please complete in English and capital letters

Student Details (Name must be as it appears on your passport)		
Family name:	First name:	
Preferred name:	Date of birth:	<input type="checkbox"/> Female <input type="checkbox"/> Male
Address: (In home country)		
Home telephone:	Student's mobile:	
Student's email:		
Country of birth:	Country of citizenship:	
First language:	Other language(s):	
Passport number:	Country of issue:	
Passport issue date:	Expiry date:	

PLEASE ATTACH a photocopy of your passport details page or a certified copy of your birth certificate.

Father's Details: (Name must be as it appears on your passport)	
Title: Mr <input type="checkbox"/> Dr <input type="checkbox"/>	Date of Birth:
Family name:	First name:
Street Address:	
Home Phone:	Business phone:
Mobile:	Email:
First language:	Country of citizenship:
Passport number:	Expiry date:
Do you speak or read English? Speak: <input type="checkbox"/> Yes <input type="checkbox"/> No Read: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Mother's Details: (Name must be as it appears on your passport)	
Title: Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="checkbox"/>	Date of birth:
Family name:	First name:
Street address:	
Home Phone:	Business phone:
Mobile:	Email:
First language:	Country of citizenship:
Passport number:	Expiry date:
Do you speak or read English? Speak: <input type="checkbox"/> Yes <input type="checkbox"/> No Read: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Legal Guardian (if applicable)	
Title: Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="checkbox"/>	Date of birth:
Family name:	First name:
Street address:	
Home Phone:	Business phone:
Mobile:	Email:
First language:	Country of citizenship:
Passport number:	Expiry date:
Do you speak or read English? Speak: <input type="checkbox"/> Yes <input type="checkbox"/> No Read: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Emergency Contact (English speaking in New Zealand):	
Contact's name:	
Mobile phone:	Home phone:
Email address:	

Emergency Contact (English speaking in home country , other than parents):	
Contact's name:	
Mobile phone:	Home phone:
Email address:	

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

New Zealand based Advisor or Counsellor contact details (if applicable)	
Please note that an advisor or counsellor is not compulsory but recommended for students under 18	
Name:	
Address:	
Home phone:	Mobile Phone:
Work phone:	Email:

If you choose to use an alternative insurance company, the school must sight the policy BEFORE the student buys it and before he/she leaves his/her home country. Otherwise Southern Cross must be pre-paid to the school. If we do not see an alternative policy, the default policy will be Southern Cross.

Insurance Details	
Do you wish to purchase Southern Cross insurance through the school? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If you are providing your own insurance please provide the name of your insurer:	
Policy number:	
Insurance cover start date: : / /	Insurance cover expiry date: / /
Please provide an English copy of the policy details with this application form.	

General Details	
Has the student previously applied for entry to One Tree Hill College? If yes, when?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the student ever had a family member or relative enrolled at One Tree Hill College? If yes, please provide details. Name: _____ Year attended: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the student previously studied at any other NZ school? If yes, please state the name of the school: Dates attended: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the student been convicted or brought before any Courts? If 'yes', please provide details.	<input type="checkbox"/> Yes <input type="checkbox"/> No

PLEASE ATTACH: school reports, the results of any national examinations, a letter of reference from the School Principal or Form Teacher and your attendance record for the last year. All documents must be in English.

Education Details	
How many years has the student completed at: Junior High School?_____ Senior High School?_____	
Name of present school:	Class Level:
(If the student is not currently at school, please state name of last school and last date attended)	

Subjects the student is studying this year:	
Does the student have any learning or behavioural difficulties requiring extra school support or services?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
(If yes, please attach a letter with the details or record them on Page 6)	
IMPORTANT: The school must be told about any learning disabilities of an applicant.	
Failure to give this information could result in the student being asked to leave One Tree Hill College.	

MEDICAL INFORMATION

Note: parents please sign all answers and provide further information if required

Name of doctor (in home country):
Phone number of doctor:

Does the student have any history of previous illness that may affect their enrolment, including mental illness?																				
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please record all details on page 6 . <div style="text-align: right;">Parent/Caregiver Signature:</div>																				
Please tick the appropriate box if the student suffers from or has suffered from any of the following medical conditions:																				
<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Asthma</td> <td><input type="checkbox"/> Back/Neck problems</td> <td><input type="checkbox"/> Glandular Fever</td> <td><input type="checkbox"/> Allergy to bee/wasp stings</td> <td><input type="checkbox"/> Migraines</td> </tr> <tr> <td><input type="checkbox"/> HIV or Aids</td> <td><input type="checkbox"/> Diabetes</td> <td><input type="checkbox"/> Hepatitis A, B or C</td> <td><input type="checkbox"/> Epilepsy</td> <td><input type="checkbox"/> Heart Condition</td> </tr> <tr> <td><input type="checkbox"/> Tuberculosis</td> <td><input type="checkbox"/> ADD or ADHD</td> <td><input type="checkbox"/> Allergies</td> <td><input type="checkbox"/> Food Allergies</td> <td><input type="checkbox"/> Eating Disorder</td> </tr> <tr> <td><input type="checkbox"/> Depression/Anxiety</td> <td colspan="4"><input type="checkbox"/> Other: (Please describe)</td> </tr> </table> <p>If ticked 'Allergies', 'Food Allergies', and/or 'Other' please record all details on page 6.</p> <div style="text-align: right;">Parent/Caregiver Signature:</div>	<input type="checkbox"/> Asthma	<input type="checkbox"/> Back/Neck problems	<input type="checkbox"/> Glandular Fever	<input type="checkbox"/> Allergy to bee/wasp stings	<input type="checkbox"/> Migraines	<input type="checkbox"/> HIV or Aids	<input type="checkbox"/> Diabetes	<input type="checkbox"/> Hepatitis A, B or C	<input type="checkbox"/> Epilepsy	<input type="checkbox"/> Heart Condition	<input type="checkbox"/> Tuberculosis	<input type="checkbox"/> ADD or ADHD	<input type="checkbox"/> Allergies	<input type="checkbox"/> Food Allergies	<input type="checkbox"/> Eating Disorder	<input type="checkbox"/> Depression/Anxiety	<input type="checkbox"/> Other: (Please describe)			
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<input type="checkbox"/> Depression/Anxiety	<input type="checkbox"/> Other: (Please describe)																			
Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?																				
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details. <div style="text-align: right;">Parent/Caregiver Signature:</div>																				
Is the student currently on any medication?																				
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details. Please note: If the student suffers from conditions requiring medication, it is advisable to bring their own medication to NZ. They will be required to notify the school regarding any medications that you bring with them. <div style="text-align: right;">Parent/Caregiver Signature:</div>																				
Is there any reason why this student should not take part in sporting activities?																				
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details. <div style="text-align: right;">Parent/Caregiver Signature:</div>																				
Do you authorize the school office/nurse to seek medical assistance in the case of accident or emergency?																				
<input type="checkbox"/> Yes <input type="checkbox"/> No <div style="text-align: right;">Parent/Caregiver Signature:</div>																				
Do you authorize the school office/Nurse to provide panadol if required?																				
<input type="checkbox"/> Yes <input type="checkbox"/> No <div style="text-align: right;">Parent/Caregiver Signature:</div>																				
Is there anything further that the school needs to be aware of that may impact the suitability of the student as an international student?																				
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please record all details on page 6 . <div style="text-align: right;">Parent/Caregiver Signature:</div>																				

[illegible]

CYBER SAFETY AGREEMENT

The One Tree Hill College computer network including high speed internet and fully wireless campus offer significant benefits to our teaching and learning programmes.

The purpose of this agreement is to ensure the safety of all users of the One Tree Hill College computer network including the use of the wireless network. The school promotes and maintains a cyber safety culture which is in line with the school values, legislative and professional obligations.

I understand that:

- The only purpose for school computers, network, and other Information Technology resources is to support teaching and classroom learning.
- I agree to only use ICT equipment under the direction of my teacher in class. This includes the use of mobile phones and other portable devices.
- I agree that whilst at school I will not have any involvement in the use of ICT which may put myself or others at risk. This includes cyber bullying and the inappropriate use of social media, for example, Facebook or Twitter.
- The school will do its best to keep me safe whilst using ICT. This includes monitoring and filtering of all data stored on or transferred using the school network.
- I understand that I am not permitted to access material through the Internet which is offensive, dangerous, inappropriate or illegal.
- I am forbidden to pass on such material by copying, storing or printing it. I will let my teacher know immediately if I accidentally access such material.
- If I use e-mail at school, I am not permitted to send any messages, which are offensive, dangerous, inappropriate or illegal.
- I understand that these rules apply to the use of all ICT equipment used at school. This includes laptops, tablets, phones and other storage devices.

I understand how important it is to:

1. **Take care of Information Technology resources, such as computers, laptops, tablets and the Internet**
 - a. Be careful with equipment and furniture.
 - b. Respect the copyrights on software that prohibit copying.
2. **Be considerate of other users**
 - a. Share available equipment if required.
 - b. Be careful not to waste computer resources e.g. paper.
 - c. I will not intentionally disrupt the smooth running of any ICT equipment. This includes not attempting to hack or gain unauthorised access to any system.
 - d. Take care not to scan or display graphics, record or play sounds, or type messages, which could cause offence to others.
 - e. I will remove immediately from the screen any material that would not be allowed at the school, which I accidentally come across, and tell the teacher immediately.
3. **Be responsible for privacy and security**
 - a. I will never share my passwords with any other students.
 - b. I will not give anyone on the internet information about myself or anyone else – this includes my address, phone number, photograph or credit card information.
 - c. I will use external storage devices when given permission by my teacher to backup work or take it to and from home.
 - d. I will tell the teacher if I come across a virus or security problem.

I understand that if I break these rules, the school may inform my parents or caregivers. In serious cases the school may take disciplinary action against me which may involve the police if appropriate.

I/We have read the One Tree Hill College Cyber Safety Agreement. We understand the agreement and will abide by it.

Student Name _____ Student Signature _____

Parent Signature _____ Date _____

ACCOMMODATION

Accommodation Choice
<input type="checkbox"/> Homestay
<input type="checkbox"/> Designated Caregiver (relative or close family friend) All Designated Caregiver arrangements will have to be approved by One Tree Hill College.

If you have ticked **HOMESTAY**, please fill in the form on **page 9-11** and sign the Agreement, Contract and Execution in **PART 2** on **pages 12-15**.

If you have ticked **DESIGNATED CAREGIVER**, please fill in the following details and sign the Agreement and Execution in **PART 3** on **pages 16-18**.

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

APPLICATION FOR HOMESTAY

Note: Please fill in pages 9-11 and PART TWO only if you want a school Homestay arranged by One Tree Hill College.

If requesting to stay with a Designated Caregiver, fill in pages 11 and PART THREE.

You MUST sign page 11 in both circumstances.

Student details			
Family name:		Date of birth:	<input type="checkbox"/> Female <input type="checkbox"/> Male
First name:		Preferred name:	
Address: (In home country)			
Home telephone:		Student's mobile:	
Student's email:			
Parent's email:			
Date of arrival to NZ (if known):		Homestay start date:	
Flight details (if known):		People travelling with the student (if any):	

Personal Details Please give the correct response to each question
How many people are in your family?
How many siblings do you have?
Who do you usually live with?
What are your siblings' names and how old are they?
Would you like children in your homestay? <input type="checkbox"/> Yes – please tick which age group below <input type="checkbox"/> No 0 – 5 years <input type="checkbox"/> 6 – 12 years <input type="checkbox"/> Other teenagers <input type="checkbox"/>
What jobs do your parents have? Mother _____ Father _____
Is there any food you cannot eat? If yes, please provide details.
What are your favourite foods?
Do you like cats? <input type="checkbox"/> Yes <input type="checkbox"/> No Dogs? <input type="checkbox"/> Yes <input type="checkbox"/> No What pets do you have?

Do you smoke? <input type="checkbox"/> Yes <input type="checkbox"/> No
What interests or hobbies do you have? <input type="checkbox"/> Music <input type="checkbox"/> Movies/TV <input type="checkbox"/> Reading <input type="checkbox"/> Outdoor Activities <input type="checkbox"/> Travel Please list any others:
Do you attend a church or place of worship regularly? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide details
What sports do you play?
What instruments do you play?
What interests does your family have?
Are you allergic to anything? If yes, please provide details.
Any other special requirements?
What is your personality type? Please circle where you think you fit on the following scale where 5 = a very extrovert personality and 1 = a very introvert personality <div style="text-align: center; margin-top: 10px;"> 5 4 3 2 1 </div>
Please add any other personal details that would help us better match you with a homestay family.

PARENT AND STUDENT STATEMENT

We have read and understand the information in the Information Booklet that comes with this application form. This includes information about **Conditions of Enrolment, Attendance and Study**, the **Refund Policy** and the **Conditions for Accommodation**.

We declare all information given in this application form to be true and correct.

We understand that the level of study in the Offer of Place is conditional on assessment when the student arrives.

Signed by student: _____

Date: _____

Signed by parents or legal guardian(s)

Date: _____

(Print name/s)

(Signature/s)

Signed by agent: I verify that the above signature/s belong/s to the parent/s of the applicant:

Date: _____

PART TWO:

PLEASE COMPLETE THE INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT ONLY IF THE STUDENT WILL BE LIVING IN A **HOMESTAY** WHILE ENROLLED AT One Tree Hill College.

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, One Tree Hill College, 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, One Tree Hill College 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 One Tree Hill College 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 One Tree Hill College.

Tree Hill College using the process set out in the Code.

2. The Parents and Student agree to adhere to the following terms and conditions of the Accommodation:
 - (a) One Tree Hill College 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 One Tree Hill College's refund policy. If the Parents provide misleading information or fail to disclose information about the Student One Tree Hill College may (in its sole discretion):
 - (i) 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, One Tree Hill College 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 One Tree Hill College 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 One Tree Hill College (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.
3. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
 - (a) the Residential Caregiver and One Tree Hill College entering into a Residential Caregiver Agreement; and

1. One Tree Hill College is a signatory to and complies with the Code. Every international student is required to reside at an Accommodation approved by One

- (b) One Tree Hill College's usual requirements and policies in relation to the Accommodation.
4. One Tree Hill College 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 One Tree Hill College;
 - (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 One Tree Hill College; and
 - (e) The Student only engages in lawful, responsible and positive recreational activities outside of One Tree Hill College.
 5. One Tree Hill College 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

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

Fees

8. The Parents must pay all accommodation fees to One Tree Hill College in accordance with One Tree Hill College's fee schedule.

Termination

9. One Tree Hill College reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
10. Where this Agreement is terminated, fees may be refunded in accordance with One Tree Hill College Policies.

General

11. 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.
12. 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.
13. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
14. 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

15. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and One Tree Hill College Policies.

Execution

16. 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 the executed counterparts may be delivered by email or facsimile transmission.

HOMESTAY SCHEDULE

(Accommodation Requirements)

**Note: Please fill this form in only if you want a school homestay arranged by One Tree Hill College.
If your child will stay with friends or relatives, please fill in page 15.**

If the student is under the age of 20 years, this contract must be signed by a parent or legal guardian.

While living with a Homestay approved by One Tree Hill College, 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. That in accordance with Immigration New Zealand regulations, students will not seek employment while holding a student visa unless they have a variation of conditions to their permit
3. To not engage in any social or leisure activities that may place them in undue danger or risk of harm. I understand that my son/daughter must have a comprehensive medical and travel insurance policy during their time in NZ. It is recommended that students choose a policy that will also cover the loss of personal items
4. To obtain written permission from Parents and One Tree Hill College prior to obtaining any tattoo, piercing or other bodily embellishments
5. 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. I understand students under the age of 20 years are not permitted to own a car while attending One Tree Hill College unless strict procedures are followed. Students over 20 must see the International Office to get information regarding driving in New Zealand if they are considering buying a car
6. To comply with all Homestay rules, expectations and curfews set by One Tree Hill College and Homestay parents. I understand that while in the care of One Tree Hill College students must abide by New Zealand law, the rules and regulations of the school, host family and homestay rules.
7. To not use or apply hair dyes or smoke cigarettes or engage in any other activity that may cause damage to the home or property at the Homestay
8. To keep the Homestay parents informed of their whereabouts at all times.
9. To not travel outside the local area of One Tree Hill College without prior written permission of the school. I understand that, if the student goes away on holiday for one week or more, they will pay \$70 per week as a holding fee for every week that they are away. This fee is for storage of their belongings and the holding of the room. This payment shall be made in advance
10. To respect the privacy, values and property of the Homestay. I guarantee the acceptable behaviour of the student in New Zealand. I understand that unacceptable behaviour on the part of the student in the homestay may lead to the termination of the homestay and the student having to leave school
11. That if any international call are made from the premises of the homestay, the charges will be reversed to me. If they are not reverse calls, I guarantee to reimburse the homestay for any costs
12. That any unpaid costs incurred by the student will be reimbursed by me
13. That the student will give at least two weeks notice to the Homestay Coordinator for One Tree Hill College before leaving the homestay. In addition I will pay for two weeks board, whether or not my son/daughter is in the home in the two-week notice period. I understand that my son/daughter will not be permitted to leave homestay care without the written permission of their parent or guardian and the knowledge and permission of the Homestay Coordinator of One Tree Hill College.

EXECUTION

Parents or legal guardian

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

Full name(s): _____

Date: _____

Address: _____

Relation to student: _____

Signature(s): _____

Phone: _____

Email: _____

Emergency Contact

This person must be able to speak English

Name: _____

Relation to student: _____

Phone: _____

Mobile: _____

Email: _____

School

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

Name: _____

Date: _____

Signature: _____

Student

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

Name: _____

Date: _____

Signature: _____

PART THREE:

PLEASE COMPLETE THE DESIGNATED CAREGIVER AGREEMENT ONLY IF THE STUDENT WILL BE LIVING WITH
A DESIGNATED CAREGIVER WHILE ENROLLED AT One Tree Hill College.

DESIGNATED CAREGIVER AGREEMENT

(Required when placing a student with a Designated Caregiver)

Parents: Please fill in this form if you want your child to live with a close family friend or relative

I/We acknowledge that I/We have decided to place my/our child within the care of our relative or close family friend in order for them to attend One Tree Hill College as an International Student from _____ until _____, subject to approval by the school prior to enrolment.

This is an agreement between the Parent/s, the Designated Caregiver and One Tree Hill College (the **Agreement**).

School Name: _____ (the **School**)

Student's Name: _____ (the **Student**)
(as appears on passport)

Mother's Name: _____

Father's Name: _____ (together the **Parents**, each a **Parent**)

Parent's address: _____

Full name/s of relative
or close family friend: _____ (the **Designated Caregiver**)

Relationship to student: _____

Address: _____
_____ (the **Residence**)

Telephone: Home: _____ Mobile: _____

Email: _____

AGREEMENTS

1. The Parents agree that the Designated Caregiver will provide residential care for the Student while enrolled as an international student at One Tree Hill College. I/We agree to permit One Tree Hill College to determine that the accommodation is not a boarding establishment. If it is, to follow the appropriate provisions as set out in the Education (Pastoral care of International Students) Code of Practice 2016 (the **Code**).
2. One Tree Hill College 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. One Tree Hill College 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. I/We agree to permit One Tree Hill College to undertake a police vet of the caregiver.
5. Approval is required from One Tree Hill College prior to the Student's placement with the Designated Caregiver. I/We agree to permit One Tree Hill College to visit the home of the designated caregiver prior to enrolment to determine that the living conditions are of a suitable standard.

6. The Designated Caregiver agrees that approval will be provided only after appropriate safety and other checks have been completed by One Tree Hill College in accordance with the Code and school policies. I/We agree to permit One Tree Hill College to assess that the caregiver will provide a safe physical and emotional environment for the student.
7. Failure by the Designated Caregiver to provide the residential care required by One Tree Hill College and the Code may result in the school's approval of the Designated Caregiver being withdrawn.
8. In the event the school withdraws its approval of the Designated Caregiver, the Agreement is terminated and the Student will be placed in alternative accommodation approved by One Tree Hill College at the full cost and expense of the Parent/s.
9. One Tree Hill College 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. I/We agree to permit One Tree Hill College to meet with my/our son/daughter at appropriate intervals to discuss the accommodation to ensure all is well.
10. The Designated Caregiver will provide One Tree Hill College 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.
11. The Parent/s agree that One Tree Hill College is not responsible for the Student's care while in the custody of the Designated Caregiver.
12. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.
13. 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.

Should this arrangement change I/we undertake to inform One Tree Hill College immediately. Further, I/we understand that should One Tree Hill College have any concerns regarding the welfare of my/our child that One Tree Hill College may refer the matter to the relevant child welfare authorities, or any other appropriate agency in New Zealand.

I/We understand that One Tree Hill College will make every endeavour to ensure the safety and welfare of my/our child while studying at the school.

I/We confirm that the person designated as caregiver is a true relative or close family friend.

I/We agree to these Designated Caregivers Agreements. I/We understand that the Pastoral-care fee pays for the checking and monitoring of my/our child.

EXECUTION

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:

Name: _____ Signature: _____

Name: _____ Signature: _____

Date: _____

DESIGNATED CAREGIVER:

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

Name: _____ Signature: _____

Date: _____

SCHOOL:

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

Name: _____ Signature: _____

Date: _____

ALL students must complete PART FOUR

PART FOUR:

THE TERMS AND CONDITIONS APPENDED TO THIS APPLICATION, FORM AND GOVERN THE STUDENT'S TUITION AT One Tree Hill College. 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.

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, One Tree Hill College, 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 published by the NZQA, New Zealand Qualifications Authority. Copies are available on request from the school or from the website www.nzqa.govt.nz

Fee means fees payable by the Parents or Legal Guardians to One Tree Hill College 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 One Tree Hill College.

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.

1. One Tree Hill College 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.

2. The Parents or Legal Guardians and Student agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of One Tree Hill College. The Parents or Legal Guardians will notify One Tree Hill College of any change of address or contact details. Any changes to this agreement must be done by written agreement from the Parents or Legal Guardians or One Tree Hill College.
3. 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 One Tree Hill College has an obligation to report any breaches of the immigration requirements to the appropriate immigration authority.
4. 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.
5. The Fee must be paid to One Tree Hill College in advance of each Period of Study or as otherwise directed by One Tree Hill College. The Parents or Legal Guardians and the Student agree to comply with school policies regarding the payment of the Fee. All fees paid to One Tree Hill College are protected by the Fee Protection policy of One Tree Hill College.
6. The agreement may be terminated at any time by the Parents or Legal Guardians or One Tree Hill College. The notice of termination must be in writing. If Tuition is terminated by One Tree Hill College 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. Information on these policies is in the Information Booklet. For more information see http://www.onetreehillcollege.school.nz/files/1714/9558/4194/Info_Booklet_to_accompany_application_form_2017.pdf
7. One Tree Hill College shall comply with sections 13 to 19 of the Act and follow these provisions for any stand-down, suspension, exclusion or expulsion. For more information see: www.education.govt.nz/school/managing-and-supporting-students/student-behaviour-help-and-guidance/stand-downs-suspensions-exclusions-and-expulsions-guidelines

8. One Tree Hill College shall provide help, support and guidance to the Student during their study at the school. One Tree Hill College will use its best efforts to ensure the safety, health and wellbeing of the Student while at One Tree Hill College.
9. One Tree Hill College will provide homestay accommodation as per request. One Tree Hill College will use its best efforts to ensure that the homestay accommodation meets the student's needs.
10. One Tree Hill College will provide regular reports of progress of the Student to the parents and the Student's agent.
11. The Parents or Legal Guardians and the Student, who have signed this Agreement irrevocably appoint and authorise the principal of One Tree Hill College (or such other person as may be appointed by One Tree Hill College 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, financial 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;
 - (c) Enforce disciplinary provisions as according to the Act.
12. The Parents or Legal Guardians irrevocably authorise the principal of One Tree Hill College 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.
13. The Parents or Legal Guardians agree to provide One Tree Hill College with academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by One Tree Hill College. This includes notification of any learning disabilities. If the Parents or Legal Guardians provide misleading information or fail to disclose information about the Student to One Tree Hill College, such that One Tree Hill College has to change or modify the level of Tuition or Accommodation required by the Student, One Tree Hill College may charge the Parent or Legal Guardians such fees as required to adequately compensate for such additional requirements.
14. The Parents or Legal Guardians agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance for their travel and study period. If requested, the Parents or Legal Guardians will provide One Tree Hill College with evidence of the relevant insurance policy. Agreement shall continue in force during the Year of Study with One Tree Hill College.
15. One Tree Hill College shall at all times comply with the Health and Safety at Work Act 2015.
16. Nothing in this Agreement limits any rights that the Parents, Legal Guardians or Student may have under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.
17. 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 One Tree Hill College's refund policy will apply.
18. The Student will comply at all times with school policies, the Code and the Act, and the Parents or Legal Guardians shall work with One Tree Hill College to ensure such compliance.
19. 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. While One Tree Hill College will do its best to ensure the safety, health and wellbeing of the Student, One Tree Hill College is not liable for any damage or harm caused to a student or to a student's property inside or outside of school hours. The school's liability in relation to tuition services is limited to the amount of tuition fees paid by the Student.
20. 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:
 - (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.
21. 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.
22. 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 One Tree Hill College 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 One Tree Hill College.

23. The Parents or Legal Guardians and Student acknowledge that:

- (a) One Tree Hill College may obtain at any time from any person or entity any information it requires to process and/or accept the Student for admission to One Tree Hill College 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 One Tree Hill College 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 to the Student's admission to One Tree Hill College, One Tree Hill College 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 or Legal Guardians collected or held by One Tree Hill College is provided and may be held, used and disclosed to enable One Tree Hill College to process the Student's eligibility to receive Tuition at One Tree Hill College and Accommodation.
- (e) All personal information provided to One Tree Hill College is collected and will be held by One Tree Hill College.
- (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 One Tree Hill College concerning them.
- (g) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (h) Students' rights under the Privacy Act 1993 allow them to ask for confidential help from health and guidance counsellors. This may include advice on contraception.
- (i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside One Tree Hill College, at the discretion of One Tree Hill College.
- (j) The Student is subject to the conditions of enrolment for International students, as set out in the prospectus and application for One Tree Hill College.
- (k) One Tree Hill College has the right to direct the Student in their academic course and subject choices using their best judgement and experience.
- (l) One Tree Hill College has the authority to permit the student to participate in extra school activities and school trips.

(m) The student will follow any reasonable instruction given by a teacher.

- (n) The Student will not own or drive a car while at One Tree Hill College unless they have followed the driving and car ownership procedures. The Student will not travel in a car driven by a driver who is unauthorized to drive under school policy or under New Zealand law.
- (o) The parents will give written permission if their child intends to travel in New Zealand during holiday periods. One Tree Hill College reserves the right to override the parent's decision if the child's health and safety is at risk and there is inadequate supervision on the trip. Travel to destinations other than in New Zealand will be treated as travel in New Zealand. Students younger than 18 will not be allowed to travel unsupervised. Parents will ensure that their child will not extend holidays beyond the regulated dates.

24. Photographs and videos of the Student may be used for the Student's records and in any publicity material for One Tree Hill College.

25. One Tree Hill College 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.

26. The conditions in this Agreement apply for the whole time the Student is enrolled at One Tree Hill College during a Period of Study. The Agreement may be renewed on application to One Tree Hill College in writing. Renewal of this Agreement is at the sole and absolute discretion of One Tree Hill College 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.

27. 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.

28. 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.

29. 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.

30. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and One Tree Hill College Policies.

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 One Tree Hill College.

EXECUTION

Parents/Legal Guardians

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 One Tree Hill College confirms that they are authorised to sign on behalf of One Tree Hill College, and confirms that One Tree Hill College 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: _____

Final Checklist

Documentation and Disclosures must be included with Application Form

Have you attached **all** of the following to your completed application form?

- ☐ A copy of your school reports for the last year, in English
- ☐ A copy of any national examination results, in English
- ☐ A copy of your attendance record for the last year
- ☐ A letter of reference from your school Principal or your Form Teacher
- ☐ Two passport sized photographs
- ☐ Copy of your passport details page
- ☐ Full disclosure of any learning disabilities or special learning or behavioural needs
- ☐ Full disclosure of all current medical, physical, psychological or emotional conditions
- ☐ Full disclosure of all support necessary to prevent reoccurrence of any previous medical, physical, psychological, behavioural or emotional conditions.

Please record any disclosures on page 6.

- ☐ Filled in either **9-10 and 12-15 OR 16-18**. Do not leave all these pages blank.
- ☐ Have you and your parents signed all necessary pages?
- ☐ Have you written your goals on page 4?

Student: _____ Parent: _____

Agent: _____ Date: _____

Please note that failure to disclose any of the above conditions may affect any refund application.
Now you are ready to email or post your application form to One Tree Hill College.
If your application is accepted we look forward to welcoming you to our college.

