One Tree Hill College

P.O. Box 17-471, Greenlane, Auckland 1546, New Zealand
Ph: 0064 9 280 0485 Fax: 0064 9 579 5047
Email: international@onetreehillcollege.school.nz

PLEASE ATTACH A PASSPORT SIZED PHOTO

INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT

PART ONE: APPLICATION FORM

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

Student Details (Name must be as it appears on your passport)			
Family name:			
First name:		Date of birth:	
Preferred name:		☐ Female ☐ Male ☐ _____	
Email:			
Address: (In home country)			
First language:		Country of citizenship:	
Passport number:		Expiry date:	
Intended start date:		Intended end date:	
Applying for year level: ☐ 9 ☐ 10 ☐ 11 ☐ 12 ☐ 13			

PLEASE ATTACH A PHOTOCOPY OF YOUR PASSPORT DETAILS PAGE OR A CERTIFIED COPY OF YOUR BIRTH CERTIFICATE.

Parent One: (Name must be as it appears on your passport) ***NOTE: It is requirement of New Zealand regulations that schools must maintain effective communication with parents. To comply with the requirements, contact information provided in this section MUST be the contact information for the parents.***			
Title: Mrs ☐ Miss ☐ Ms ☐ Mr ☐ Dr ☐		Occupation:	
Family name:		Date of Birth:	
First name:		Relationship to Student:	
Street Address			
Postal Address			
Home Phone:	Mobile:	Email:	
First language:		Country of citizenship:	
Passport number:		Expiry date:	
Do you speak or read English? **Speak**: ☐ Yes ☐ No **Read**: ☐ Yes ☐ No			

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Parent Two: (Name must be as it appears on your passport) ***NOTE: It is requirement of New Zealand regulations that schools must maintain effective communication with parents. To comply with the requirements, contact information provided in this section MUST be the contact information for the parents.***		
Title: Mrs ☐ Miss ☐ Ms ☐ Mr ☐ Dr ☐		Occupation:
Family name:		Date of birth:
First name:		Relationship to Student:
Street address:		
Postal address:		
Home phone:	Mobile:	Email:
First language:		Country of citizenship:
Passport number:		Expiry date:
Do you speak or read English? **Speak**: ☐ Yes ☐ No **Read**: ☐ Yes ☐ No		

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

Emergency Contact (English speaking in **New Zealand**):	
Contact's name:	
Relationship to the student:	
Mobile phone:	
Home phone:	
Email address:	

Agent Information (If using an agent)	
Agency name:	
Agent name:	
Agent email address:	Phone:
Agent please complete **PART SIX**, page 28	

New Zealand based Advisor or Counsellor contact details (if applicable)	
Name:	
Address:	
Home Phone:	Mobile Phone:
Agent email address:	

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Medical Information

Student Name:

Name of doctor (in home country):

Phone number of doctor:

Does the student have any history of previous illness (including mental illness) that may affect their enrolment?

☐ Yes ☐ No

If 'Yes' please record all details on **page 5** (attach more pages if required) and send all relevant medical reports including Specialist, Doctor and Hospital Reports.

Please indicate in the appropriate box if you suffer from or have suffered from any of the following medical conditions:

	No	Yes	Dates	Details - Treatment, Medication
ADD or ADHD				
Allergies: food/plants/animals/insects				
Asperger's Syndrome				
Autism Spectrum Disorder				
Anxiety/Depression				
Asthma				
Back or neck problems				
Covid-19				
Diabetes				
Eating Disorder				
Epilepsy				
Eczema, dermatitis, skin problems				
Glandular Fever				
Head injury				
Heart condition				
Headaches/Migraines				
Hepatitis A, B or C				
HIV or Aids				
Tuberculosis				
Previous major illness				
Previous surgery				
Previous injuries				

Has the student been vaccinated for any diseases?

☐ Yes ☐ No
If 'Yes' please provide a copy of the vaccination certificate.

Current Tetanus vaccination				
Current MMR vaccination (measles, mumps, rubella)				
Student requires glasses/contact lenses				Please bring prescription

☐ Other

If ticked 'Allergies', 'Food Allergies', and/or 'Other' please record all details on **page 5** (attach more pages if required).

Does the student have any medical implants (such as metal pins, rods or implants) that may affect receiving medical treatment while in New Zealand?

☐ Yes ☐ No
If 'Yes' please provide details.

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Is the student currently on any medication?
☐ Yes ☐ No If 'Yes' please provide details of all prescribed and non-prescribed medication the student will bring. ***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 they bring with them. It is advisable to leave a supply with the School Nurse (e.g. Epi-Pen, antihistamines for allergies. medication for migraines, insulin for diabetes and inhaler for asthma.***
Is there any reason why this student should not take part in sporting activities?
☐ Yes ☐ No If 'Yes' please provide details.
Is there anything further regarding the health of the student that the school needs to be aware of in enrolling and supporting the student as an international student, (e.g. Dyslexia, Dyspraxia, other behavioural or learning difficulties)?
☐ Yes ☐ No If 'Yes' please provide details on **page 5** and attach any Educational Psychologist, Medical or Occupational Therapy Assessment Reports with this application.
Does the student smoke?
☐ Yes ☐ No
Do you consent the school providing over-the-counter medication *such as acetaminophen, paracetamol or ibuprofen?
☐ Yes ☐ No If 'No' please specify what medications, you do not want the Student to receive:
Do you consent the school seeking medical assistance in the case of accident or emergency?
☐ Yes ☐ No If 'No' what are the restrictions?

IN CASE OF AN ACCIDENT OR EMERGENCY or when the school cannot contact you or the illness is serious, the School Nurse, or in the Nurse's absence, other school staff may:

- Transport your son/daughter to an Accident and Emergency Clinic for treatment
- Call an ambulance if hospitalisation is required
- Administer Epi-Pen, Panadol, Ibuprofen and/or Antihistamine
- Use our Ventolin inhaler in an asthma emergency, if own medicine is unavailable
- Use our Defibrillator in the event of a student suffering cardiac arrest

I give permission for One Tree Hill College to make such arrangements as are necessary, including those listed above in the case of an accident or emergency, for the treatment of my son/daughter and agree to meet any costs incurred.

Signed: _____ _____

Parent **Date**

PLEASE ATTACH IMMUNISATION CERTIFICATE, SHOWING ALL VACCINATIONS AND DATE IMMUNISED.

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Please detail any disclosures from pages 3, 4 & 6 here:

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PLEASE PROVIDE A COPY OF YOUR LAST TWO SCHOOL REPORTS, THE RESULTS OF ANY NATIONAL EXAMINATIONS, A LETTER OF REFEFNCE FROM THE SCHOOL PRINCIPAL OR FORM TEACHER AND YOUR ATTENDANCE RECORD FOR THE LAST YEAR. ALL DOCUMENTS MUST BE IN ENGLISH.

Learning Information
How many years of schooling, not including pre-school education, has the student had?
Does the student have any learning or behavioural difficulties which may require extra school support or services? ☐ Yes ☐ No If 'Yes' please provide the details including any psychologist assessments and reports that are available on **page 5**. Attach more pages if required. IMPORTANT: The school must be told about any learning disabilities of an applicant.
Name of current school: Year/Grade/Class Level:
Subjects the student is studying this year:
If the student does not currently attend school, please give reasons and date of last attendance:
During this time, has the student not attended school for one month or longer? ☐ Yes ☐ No If Yes, please give details:

Language details
How many years has the student studied English? [ ] Months [ ] Years
Where did the student study?
English level: ☐ Beginner ☐ Elementary ☐ Pre-Intermediate ☐ High Intermediate ☐ Advanced or IELTS 6 ☐ Request a Test

Subject Choices – for Junior Options see Appendix 1; for Senior Options see Appendix 2			
Subject	**Year Level**	**Subject**	**Year Level**
1.		4.	
2.		5.	
3.		6.	
Please note: *Subject choices in this application are an indication only and actual subjects will depend upon availability and prior learning. The school reserves the right to decide subject placement and year level throughout enrolment in consultation with students and families. Entry to some courses may require prior learning.*			

General Details		
Has the student previously applied for entry to One Tree Hill College?	☐ Yes ☐ No	
If yes, when?		
Has the student ever had a family member or relative enrolled at One Tree Hill College?	☐ Yes ☐ No	
Name:	Year attended:	
Has the student previously studied at any other NZ school?	☐ Yes ☐ No	
If yes, please state the name of the school:		Dates:
Has the student been convicted or been the subject of any matter before a Court? ☐ Yes ☐ No If 'Yes' please provide details on **page 5** (attach more pages if required).		

Further Information
Why have you chosen One Tree Hill College?
What are your parental aspirations for your child?
Did we provide you with enough information in our marketing materials and on our website? ☐ Yes ☐ No What could we change?

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Student Learning Goals

Please hand write in English (or your own language if you have very little English) a letter introducing yourself and explain why you want to study at One Tree Hill College. What will be your learning goals during your time at One Tree Hill College?

What are your plans for future study and career after you leave One Tree Hill College?

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Important: All international students must have appropriate and current medical and travel insurance while studying in New Zealand.
Insurance pre-paid to the school is from Southern Cross. It is medical and travel insurance.

Please check the website https://www.scti.co.nz/our-products/international-student/insurance/

We recommend insurance cover that covers the loss or theft of personal belongings. 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. If we do not see an alternative policy, the default policy will be Southern Cross.

If you wish to purchase your insurance through the school, please ensure the medical information section on this form is completed fully and accurately to ensure appropriate coverage for the student for any pre-existing conditions they may have.

Insurance Details	
Do you wish to purchase insurance through One Tree Hill College? ☐ Yes ☐ No	
If you are providing your own insurance, please provide an English copy of the policy details to the school once purchased.	
Policy number:	
Insurance cover start date: : / /	Insurance cover expiry date: / /
Please provide an English copy of the policy details with this application form.	

Checklist of documents and information you must include with your application.	
Photograph of the student – passport sized head and shoulders photo.	
A copy of the student's last two 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.	
A copy of the student's passport including passport number and expiry date or a certified copy of your birth certificate.	
A hand writter letter in English (or in your own language if you have very little english) introducing yourself and explaining why you want to study at One Tree Hill College.	
A brief letter introducing yourself to your host family including photo's of student and student's family.	
A copy of the student's insurance policy details, if booking their own, with English translation. This may be submitted after enrolment is confirmed but must be prior to departure from their home country.	
A vaccination certificate showing all vaccinations and date immunised.	
Any medical reports from doctors, specialists or hospitals.	

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Accommodation Requirements
Accommodation choice: ☐ **Homestay (PART THREE)** ☐ **Designated Caregiver**, relative or close family friend, **(PART FOUR)** ☐ **Live with Parent (PART FIVE)**

PLEASE WRITE A BRIEF LETTER INTRODUCING YOURSELF TO YOUR HOST FAMILY AND ATTACH IT TO THIS APPLICATION INCLUDING ONE OR TWO PHOTOS OF THE STUDENT AND ONE OR TWO PHOTOS OF THE STUDENT WITH FAMILY.

If you have ticked HOMESTAY:
- please complete pages 9-10
- carefully read and sign the Agreement, Contract and Execution in **PART TWO**, pages 11-15
- carefully read and sign International Student Accommodation Agreement, **PART THREE**, pages 22-24

If you have ticked DESIGNATED CAREGIVER:
- please complete box below
- complete pages 9-10
- carefully read and sign the Agreement, Contract and Execution in **PART TWO**, pages 11-15
- carefully read and sign the Designated Caregiver Agreement, **PART FOUR**, pages 25-26

If you have ticked LIVE WITH PARENT:
- please complete pages 9-10
- carefully read and sign the Agreement, Contract and Execution in **PART TWO**, pages 11-15
- carefully read and sign the Living with Parent Agreement, **PART FIVE**, page 27

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

INFORMATION FOR ALL RESIDENTIAL CAREGIVERS

Student details			
Family name:	Date of birth:	☐ Female	☐ Male
First name:	Preferred name:		
Nationality:			
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):		

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Personal Details **Please give the correct response to each question**	
How many people are in your family?	
Who do you usually live with?	
How many siblings do you have?	
What are your siblings' names and how old are they? (Names, Gender and Age)	
What jobs do your parents have? Mother: Father:	
Homestay Placement We will try to meet your requirements but this may not always be possible	**I would prefer to stay with a family:** ☐ with young children ☐ with older children, (teenagers) ☐ young with no children ☐ older, children left home ☐ I don't mind
Is there any food you cannot eat, or any special dietary requirements? ☐ Yes ☐ No If yes, please provide details.	
What are your favourite foods?	
Many New Zealand families have pets (cats or dogs). Do you like cats? ☐ Yes ☐ No Do you like dogs? ☐ Yes ☐ No What pets do you have?	
Do you smoke? ☐ Yes ☐ No	
What interests or hobbies do you have? ☐ Music ☐ Movies/TV ☐ Reading ☐ Outdoor Activities ☐ Travel Please list any others:	
Do you require any religious observances? ☐ Yes ☐ No If yes, please provide details	
What sports do you play?	
What instruments do you play?	
What interests does your family have?	

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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 5 4 3 2 1
Please add any other personal details that would help us better match you with a homestay family.

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PART TWO:

THE TERMS AND CONDITIONS ATTACHED 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 AGREE TO THOSE TERMS AND CONDITIONS. PLEASE ENSURE THE TERMS AND CONDITIONS ARE READ CAREFULLY.

Terms and Conditions:

Definitions

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

   Accommodation means the residential accommodation provided to the Student.

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

   Act means the Education Act 1989.

   Agreement means this Agreement including any schedules.

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

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

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

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

   Fee means fees payable by the Parents to One Tree Hill College as per the Fee Schedule.

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

   Homestay has the meaning as set out in the Code.

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

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

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

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

   School means the school referred in the annexed Application Form.

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

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

   Tuition means the education of the Student at the School.

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

Preliminary Provisions

2. The Agreement is declared to be an Enrolment Contract in terms of section 2 of the Act.

3. The School shall provide Tuition to the Student in line with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.

Terms of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student starts on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.

5. Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student for the renewed term.

6. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School organised trip the School's responsibility for the Student shall end upon the Student's departure and resume upon the Student returning to New Zealand.

7. This Agreement is considered to be written consent from the Parent that the School is not responsible for the Student's day-to-day care where the student is in the custody of a Residential Caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purpose of supervising them during the Period of Enrolment.

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8. The School is not responsible for the Student's day-to-day care where the Student is in the custody of a person approved by the Parent as part of a transfer of care arrangement during enrolment made in line with the Code.

9. During the Period of Enrolment, the Student must keep the School reasonably informed of his or her whereabouts including if the Student intends to leave New Zealand during the Period of Enrolment.

Accommodation

10. The Parents and Student agree that no changes to accommodation arrangements will be made without the prior written agreement of the School.

11. The Parents and the Student agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.

12. The Parents authorise the principal of the School to inform the Residential Caregiver (whether or not arranged through the school) of all matters and information required to be provided to the Parents and agree to appoint the Residential Caregiver in New Zealand to receive such information in place of the Parents.

Immigration and Insurance

13. The Parents and Student agree to comply with the visa requirements as set out in the Immigration Act 2009, and any visa conditions applicable to the Student's stay in New Zealand. The Parents and Student understand that the School has an obligation to report any breaches of the visa requirements to the appropriate immigration authority.

14. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.

15. The Parents agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. Where insurance in not arranged by the School, the Parents will provide the School with evidence of the relevant insurance policy. If appropriate evidence is not provided, the School may organise insurance it considers appropriate and pass on this cost to the Student or Parents.

16. The Parents agree that they have read the policy details for the Student's travel insurance policy and any other relevant information provided by the insurer from time to time and:

    (a) accepts all exclusions that apply to the insurance policy and

    (b) agrees that where the school arranges insurance on behalf of the Parents, the Parents have disclosed all medical conditions to the School that may affect the insurance cover.

17. The Parents agree to cover any costs for the Student that are excluded by the Student's travel insurance policy and are not otherwise covered by publicly funded medical services in New Zealand. For the avoidance of doubt, the Parents agree that the School is not responsible for any costs incurred on behalf of the Student that are excluded by the Student's travel insurance policy or not covered by publicly funded medical services in New Zealand.

Fees

18. The Fee must be paid to the School in advance of each Period of Enrolment or as otherwise directed by the School. The Parents and the Student agree to comply with school policies regarding the payment of the Fee.

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

Information, Warranties and Acknowledgements

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

21. The Student and the Parents confirm that:

    (a) The Student does not suffer from any medical condition or behavioural condition (including mental health conditions and allergies) that may negatively impact on the health, safety or education of the Student or any other student at the School, except as disclosed in writing in the Application Form;

    (b) The Student does not have any medical or other special needs that require extra support, except as disclosed in writing on the Application Form;

    (c) The Student has never been charged with or convicted of any crime, or the subject of other proceedings before any court, except as disclosed in writing on the Application Form;

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

22. The Parents and Student acknowledge that:

    (a) The School may obtain at any time from any person or organisation any information it requires to process and/or accept the Student for admission to the School or to perform or complete any of the other purposes under this Agreement. The Parents and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.

    (b) If the Student and/or Parents fail to provide any information requested in relation the Students admission to the School, the School may be unable to process the Student's application.

    (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, then this Agreement will be at an end.

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(d) Personal information of the Student and/or Parents collected or held by the School is provided and may be held, used and disclosed to enable the School to process the Student's eligibility to receive Tuition at the School and Accommodation.

(e) The Parents agree that where the Student lives in a School approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by the School and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to a Designated Caregiver Agreement being entered into by the School, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Agreement or of the Designated Caregiver Agreement will be considered to be a breach of this Agreement.

(f) All personal information provided to the School is collected and will be held by the School.

(g) The Student and Parents have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.

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

(i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant people outside the School, at the discretion of the School.

(j) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School, including social media posts by school staff, unless otherwise agreed in writing by the parties.

Consent

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

    (a) Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information;

    (b) Provide consents on the Student's behalf in the event of a medical emergency where it is not reasonably possible to contact the Parents.

24. The School shall seek specific written agreement of the Parents before the Student, being a student of any age, participates in any activity either organised by the School or by another party which are considered to be adventure activities or extreme sports or are activities that are organised by the School and require the Student to stay away from their regular accommodation overnight.

25. Except in the circumstances described in clause 24, this agreement is considered to be written agreement of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether agreement is sought from domestic students in relation to the same activity.

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

Conduct, Discipline and Termination

27. The Student will comply at all times with school policies, the Code and the Act, and the Parents shall work with the School to ensure such compliance. This includes compliance with the School Code of Conduct in Schedule One, including any amendments made by the School during the Period of Enrolment.

28. In the event of any breach of this agreement by the Student or the Parents, the School may take any disciplinary step it considers appropriate, including terminating this Agreement, and/or suspending, excluding or expelling the Student and (if applicable) notify Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.

29. The following actions shall be considered to be breaches of this Agreement which may call for disciplinary action:

    (a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;

    (b) Any breach of the School Code of Conduct by the Student;

    (c) Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;

    (d) Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;

    (e) Any act by the Student during the Period of Enrolment that threatens the education of any other Student;

    (f) Any breach of clauses 14 or 15 of this Agreement or of the warranties contained in clause 21 of this Agreement;

    (g) Failure to make payments invoiced according to the Fee Schedule; and

    (h) Any other breach of this Agreement

30. Where appropriate, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers pursuant to clause 28 of this Agreement, but nothing in this Agreement shall limit the power of the School to immediately terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.

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General Matters

31. No party to this Agreement is liable to the other for failing to meet its obligations under this Agreement to the extent that the failure was caused by an act of God or other circumstances beyond its reasonable control.

32. This Agreement shall be construed and take effect in line 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.

33. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be considered to have been received ten (10) days after posting.

34. Notices may also be given by sending an email to the email addresses specified on the first page of this agreement and will be considered to have been received 12 hours after it has been sent.

35. This Agreement contains the entire understanding between the parties. The terms of the Agreement may be changed by the School in consultation with the Student, and Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.

36. The School shall at all times comply with the Health and Safety at Work Act 2015.

37. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.

38. The parties acknowledge that before signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.

39. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.

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

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PARENTS AND STUDENTS' DECLARATION AND AUTHORISATION

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

Key Terms:

This Contract of Enrolment includes provisions:

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

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

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

SIGNING

Parents

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

Name(s): _____

_____

Signature(s): _____

_____

Date: _____

School

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

Name: _____

Signature: _____

Date: _____

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: (please also initial each page of the Agreement, including the schedules).

Name: _____

Signature: _____

Date: _____

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CODE OF CONDUCT

(Schedule One)

As an International Student enrolled at One Tree Hill College I will:

- Attend school for the whole day for every day the school is open for instruction.
- Wear the compulsory uniform in a manner that brings credit to myself and the school and abide by the uniform code.
- Always be honest and truthful and obey all New Zealand law.
- NOT undertake any unauthorised travel away from my residential caregiver.
- NOT possess or use dangerous or offensive weapons, tools for use as weapons or explosives (including fireworks).
- NOT own or drive a motor vehicle of any type including cars, motorbikes or scooters.
- Abide by the One Tree Hill College school wide Safe School Charter, Attitudes to Learning and Cyber Safety Agreement.

Safe School Charter

- **I will use polite and friendly language.**
  I will not verbally abuse people by using offensive, rude or obscene language or racially and sexually discriminating language. I will be considerate and respectful of others when I speak.
- **I will behave in a non-violent manner.**
  I will not hit, assault, bully, intimidate or fight other people, nor encourage others to be violent. I will not bully, hassle or sexually harass others and I will at all times act to stop people being disrespectful to others.
- **I will respect other people and their property.**
  I will not interfere with, damage or steal other people's property. I will not vandalise the college by breaking college property or defacing it.
- **I will be fair to others.**
  I will support others, encourage them in their learning, and acknowledge their contributions.
- **I will keep One Tree Hill College free of harmful substances.**
  I will never bring into the college, or use, drugs of any kind, alcohol in any form, cigarettes of any kind including e-cigarettes or vaping, tobacco, or any other illegal substances, including marijuana, that may be harmful to myself or others.

Attitudes to Learning

I Will act in a way that supports a positive learning environment.
I will:

- Be punctual to class
- Settle to work quickly at the start of each lesson
- Bring correct equipment to class
- Complete work set in class with accuracy and care, and in sufficient depth
- Complete homework as required
- Be focused and responsive in class
- Avoid distracting other students in class
- Participate and contribute positively in class activities
- Show respect to peers in the classroom and to all teachers
- Follow all assessment protocols as instructed
- Contribute positively in school co-curricular activities

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Cyber Safety Agreement

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 a student of One Tree Hill College 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, Instagram, Messenger, Twitter and text messaging.
- 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 offensive, dangerous, inappropriate or illegal 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 or other digital means information about myself or anyone else – this includes my address, phone number, photographs, or other personal or sensitive information.
c. I will only 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.

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DISCIPLINARY POLICY

(Schedule Two)

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

Overview

2. Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not call for any formal response other than a warning, the School will try, where appropriate, to follow a two-stage disciplinary process.

3. In Stage One, the School will investigate and determine the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.

4. In Stage Two, if the School has determined that a breach has occurred, the School will consider the appropriate response to that breach, up to and including termination of the Agreement.

5. The Student will have an opportunity to provide a response to the alleged breach that the School is investigating (**the Allegation**) and any proposed disciplinary action that the School is considering taking (**the Proposed Action**).

6. This policy does not limit the School's power to take appropriate disciplinary action urgently and without following this process if this is necessary keeping in mind the seriousness of the breach.

7. This policy also does not limit the School's power to suspend the student for the duration of the disciplinary process where suspension is considered necessary for the safety or education of any person.

General Policy

8. When the School is conducting a disciplinary process involving the Student it will aim to provide the Student with the following:

   (a) a written summary of the Allegation or the Proposed Action;

   (b) an opportunity to respond to the Allegation or the Proposed Action, either in person or in writing or both, at the choice of the Student;

   (c) an opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (keeping in mind the seriousness of the Allegation or the Proposed Action) before giving a response;

   (d) an opportunity to contact his or her Parent before giving a response, unless the delay caused by contacting that person is unreasonable keeping in mind the seriousness of the Allegation or Proposed Action;

   (e) an opportunity to have an independent support person of his or her choice present at any meeting relating to the disciplinary process;

   (f) an opportunity to meet with that support person in private at any stage during the disciplinary process;

   (g) an opportunity to have a translator present (or otherwise enable the student participating in the process in his or her own language) during any meeting or process if the School or the Student considers that a language barrier means that a translator is required; and

   (h) a copy of this policy setting out the rights which the Student has when engaging in the disciplinary process.

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Disciplinary Procedure

Stage One: Incident Investigation

9. When the School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise require a disciplinary response, the School will notify the Student of the Allegation and will provide the Student with an opportunity to give a response.

10. Where appropriate, keeping in mind the seriousness of the Allegation, the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the Allegation.

11. When the School makes a decision about the Allegation it will inform the Student and parent, in writing if possible, about its conclusion as to what happened and whether it amounts to a breach of the Agreement.

Stage Two: Outcome Discussion

12. If the School determines that a breach of the Agreement has occurred, it will inform the Student and parent of the possible disciplinary actions that it will consider taking in response to the breach and will provide the Student and parents with an opportunity to give a response.

13. Where appropriate, keeping in mind the seriousness of the breach, the Student and parent will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the disciplinary action to be taken.

14. When the School makes a decision about the disciplinary action that it will take in response to the breach it will inform the Student and parents of its decision, in writing if possible. The disciplinary action will not take effect, and no actions will be taken to put it into place, until the Student and parents have been informed of the decision.

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REFUND POLICY

(Schedule Three)

Request for a refund of international student fees

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

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

Non-refundable fees

3. The School is unable to refund some fees. The following fees relate to expenses that the School may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:

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

Request for a refund for failure to obtain a study visa or for reasons relating to Covid-19

4. a) If the Student fails to obtain an appropriate study visa, a refund of international student tuition fees will be provided less any Administration Fee that has been paid.
   b) If the Student withdraws before the start of their enrolment, owing to medical or travel conditions arising from Covid-19, the school will provide a full refund of fees.

Request for a refund for voluntary withdrawal from enrolment - Withdrawal before enrolment

5. a) If the Student voluntarily withdraws more than three weeks before the start date of their enrolment, a refund of international student fees will be provided less any relevant non-refundable fees set out in this policy.
   b) If the Student voluntarily withdraws three weeks or less before the start date of their enrolment, a refund of international student fees will be provided less a minimum of ten weeks tuition fees and any relevant non-refundable fees set out in this policy.

Request for a refund for voluntary withdrawal from enrolment - Withdrawal after enrolment

6. If the Student withdraws on or after the start date of their enrolment, reasonable written notice of withdrawal is required by the school. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks' tuition fee and any other relevant non-refundable fees as outlined in this policy. The minimum ten week notice period will begin the day after the date on which the school receives written notice of the student's intention to withdraw.

Request for a refund for enrolment of one term or less

7. Where the Student is enrolled for one term or less and withdraws early, or where the school terminates the Student's enrolment, any unused portion of international student fees will not be refunded.

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

8. If the School fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the School will negotiate with the Student or their family to either:

   a) Refund the unused portion of international student tuition fees or other fees paid for services not delivered or
   b) Transfer the amount of any eligible refund to another provider or
   c) Make other arrangements agreed to by the student or their family and the school.

Request for a refund where the Student's enrolment is ended by the School

9. In the event the Student's enrolment is ended by the School for a breach of the Contract of Enrolment, the School will consider a request for a refund less:

   a) Any non-refundable fees set out in this policy
   b) A minimum of ten weeks tuition fees from the date of termination
   c) Any other reasonable costs that the school has incurred in ending the student's enrolment

Request for a refund where the Student changes to a domestic student during the period of enrolment

10. If the Student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fees and any other relevant non-refundable fees as outlined in this policy. The minimum ten weeks will begin the day after the school receives written evidence of the student's domestic student status.

Request for a refund where a student voluntarily requests to transfer to another signatory

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

Request for a refund of homestay fees

12. If for any reason, the Student withdraws after the start of their stay in a school homestay, any unused homestay fees will be refunded, less any relevant non-refundable fees as set out in this policy.

13. Where a student moves from a school homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this policy.

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

14. Except by written request from the Student or their parent, prepaid fees unused at the end of enrolment amounting to less than NZD$200.00 will be refunded to the Student in cash. Sums of NZD$200.00 or greater will be refunded into a bank account nominated by the Parent.

Outstanding activity fees or other fees owed to the School

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

Refund to be made to the country of receipt

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

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

17. A decision by the School relating to a request for a refund of international student fees will be provided to the Student or their parent or legal guardian in writing and will set out the following information:

   a) Factors considered when making the refund decision
   b) The total amount to be refunded
   c) Details of non-refundable fees

18. In the event the Student or their parent or legal guardian is dissatisfied with a refund decision made by the School or are dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the International Student Disputes Resolution Scheme or to make a complaint to the Code Administrator.

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PART THREE:

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

INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT

(When placing a student in a School Approved Homestay)

Terms and Conditions:

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

   Accommodation means the residential accommodation provided to the Student 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.

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

   Homestay has the meaning as set out in the Code.

   Parents means the Parents referred to in the Application Form.

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

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

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

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

   Tuition means the education of the Student at the School.

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

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

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

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

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

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

   (iii) Pursuant to any statutory or other legal duty.

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

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

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

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

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

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

   (b) Terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include regular check-ins with both the Student and the Residential Caregiver.

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

Expectations

12. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.

13. In the event that the Student is removed from a Residential Caregiver for any reason, the School will take all reasonable steps to find, over a reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.

14. The Student will treat the Accommodation with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.

Fees

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

Termination

16. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.

17. If the Student is suspended, expelled or excluded from the School, the parties agree that this shall constitute a breach of the Accommodation Requirements and this Agreement may be terminated as a consequence.

18. Where this Agreement is terminated, fees may be refunded in line with School Policies.

General

19. This Agreement shall be construed and take effect 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.

20. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be considered to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be considered to have been received when acknowledged by the party or by return email.

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

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

Disputes

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

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ACCOMMODATION REQUIREMENTS

(Schedule One)

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

1. To comply with all laws of New Zealand.
2. Not to engage in any social or leisure activities that may place them, other persons, in undue danger or risk of harm. This includes the Student putting himself / herself in a position which may give rise to suspicions or allegations of such activities.
3. To obtain written permission from Parents and the School before obtaining any tattoo, piercing or other bodily embellishments.
4. To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents, including any policies of the School which apply.
5. To not use or do anything which may cause damage to the Accommodation, including applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.
6. To keep the Homestay parents informed of their whereabouts at all times.
7. To stay at the Homestay, address daily and not to travel overnight outside of the town or city (as defined by the School) where the student is living without prior written permission of the School. This clause shall not prevent the Student travelling between the Homestay and the School.
8. To respect the privacy, values and property of the Homestay.

SIGNING

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

Name(s): _____

_____

Signature(s): _____

_____

Date: _____

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

Name: _____

Signature: _____

Date: _____

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

Name: _____

Signature: _____

Date: _____

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PART FOUR:

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

DESIGNATED CAREGIVER AGREEMENT

(Required when placing a student with a Designated Caregiver)

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

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

Student's Name: _____ (the **Student**)

Name of Parent one: _____

Name of Parent two: _____ (together the **Parents**, each a **Parent**)

Name of caregiver one (relative or close family friend): _____

Name of caregiver two (e.g. partner of relative or close family friend): _____ (together the **Designated Caregivers, each a Designated Caregiver**)

Address: _____ (the **Residence**)

AGREEMENTS

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

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SIGNING

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

PARENT/S:

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

Name: _____ Signature: _____

Name: _____ Signature: _____

Date: _____

DESIGNATED CAREGIVER:

By signing below, the Designated Caregiver confirms 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 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: _____

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PART FIVE:

PLEASE COMPLETE THE LIVING WITH A PARENT AGREEMENT ONLY IF THE STUDENT WILL BE LIVING WITH A PARENT WHILE ENROLLED AT ONE TREE HILL COLLEGE.

LIVING WITH PARENT AGREEMENT

(For use when the student is living with a Parent while enrolled at One Tree Hill College)

This is an agreement between the Parent/s and the School (the Agreement).

School Name: One Tree Hill College (the **School**)

Student's Name: _____ (the **Student**)

Mother's Name: _____

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

Parent Living in NZ: _____ (Mother / Father – *please circle*)

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

NZ Phone Number: _____

NZ E-mail: _____

AGREEMENT

1. The Parents agree to provide residential care for the Student while enrolled as an international student at the School.

2. The Parents agree to provide the School with a copy of their passport and visa before the Student's first day at School.

3. The Parents agree to not leave the Student in NZ by him/herself or with any other caregivers without permission from Immigration NZ. The Parent agrees to inform Immigration NZ and the School in advance in writing if his/her visa status or any other situation changes in regard to the care of the Student while enrolled at the School. The changes in situation can include but are not limited to the following:

   - A new passport or visa;
   - A change in visa conditions;
   - Leaving NZ;
   - A change in NZ home address, phone number or other contact details.

4. The School is not responsible for the Student's care when they are in the Parent's custody.

5. The Parent is required to attend all relevant parent-teacher interviews for the Student at the School.

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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): _____

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: _____

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PART SIX:

AGENT AGREEMENT

To be completed by the Agent

I declare that I agree to and abide by London Statement of Principles which require me to:
(http://www.enz.govt.nz/assets/Uploads/ENZ-Agents-London-Statement.pdf)

1. Practice responsible business ethics.
2. Provide current, accurate and honest information in an ethical manner.
3. Develop transparent business relationships with the Student and the School through the use of written agreements.
4. Protect the interests of minors.
5. Act professionally and explain clearly and accurately the information about the School's Agreements with the Student, Parents and Designated Caregiver, courses offered, Refund Policy and other rules and procedures.
6. Provide current and up-to-date information that enables international students to make informed choices when selecting which agent or consultant or employ.
7. Work with New Zealand schools to raise ethical standards and best practice.

Agent

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

Agent/Company Name: _____

Agent Name: _____

Signature: _____

Date: _____

The material in this information booklet is current as at 25 September 2020

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YEAR 9 & 10 COURSE INFORMATION
(Appendix 1)

Year 9 Option Information

COMPLUSORY SUBJECTS All Year 9 students will study the following core subjects:		
English	Mathematics	Social Studies
Health and Physical Education	Science	Citizenship (1st Trimester only)

OPTION SUBJECTS Students need to choose 5 option subjects additional to the compulsory subjects. Students will study 2 of these subjects every trimester (12 weeks):	
Art	Japanese
Commerce	Music
Dance	Product Design
Design and Visual Communication	Spanish
Digital Technology	Te Reo Maori
Drama	Well Being and Nutrition
Food Technology	
Sports Performance Academy* This is a FULL year option – circle academy choice Students will trial for selection in the Sports Academy	Rugby Netball Football

A detailed explanation of the Year 9 course subjects is available on our website.

***Sports Performance Academies** – there are three academy classes – students can take ONE only: Football, Netball or Rugby.*

Year 10 Option Information

COMPULSORY SUBJECTS All Year 10 students will study the following core subjects:			
English	Mathematics	Social Studies	Science
Health	Physical Education	Option 1	Option 2

Be aware that in order to study ***most*** subjects at Year 11 you will need to have completed a Year 10 course in that subject. Please refer to the **Senior Course Booklet** on the school website for information about Year 11 courses.

OPTION SUBJECTS Choose 2 subjects which you will study for the entire year – one from each of the columns below	
Art	Art
Commerce	Dance
Digital Technologies	Digital Technologies
Drama	Food Technology
Design & Visual Communication	Maori
Food Technology	Media Studies
Media Studies	Music
Music	Product Design
Product Design	Spanish
Sport Academy (Rugby)* *Your position in this class will be confirmed by the Director of Sport following a selection process*	Sport Academy (Football)* *Your position in this class will be confirmed by the Director of Sport following a selection process*

A detailed explanation of the Year 10 course subjects is available on our website.

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SENIOR SUBJECT OPTIONS - 2021
(Appendix 2)

Year 11	Year 12	Year 13
Accounting	Accounting	Accounting
Art	Art Design	Art Design
Business Studies	Art Painting	Art Painting
Carpentry	Art Photography	Art Photography
Computing	Biology	Biology
Dance	Business Studies	Business Studies
Drama	Carpentry	Calculus
Design & Visual Communication	Chemistry	Chemistry
Digital Technology	Computing	Computing
English	Dance	Dance
Food Technology	Design & Visual Communication	Design & Visual Communication
Geography	Digital Technologies	Digital Technologies
Health	Drama	Drama
History	Economics	Economics
Hospitality	English	English
Mathematics 1	Food Technology	Food Technology
Mathematics 2	Geography	Geography
Maths Numeracy	Health	Health
Media Studies	History	History
Music	Hospitality	Integrated Studies English
Physical Education	Integrated Studies	Media Studies
PE & Sport	Mathematics 1	Music
Product Design	Mathematics 2	Pacific Studies
Science	Media Studies	Physical Education
Additional Science	Music	PE & Sport
Sociology	Pacific Studies	Product Design
Te Reo Maori	Physical Education	Statistics
Travel & Tourism	PE & Sport	Te Reo Maori
Integrated Studies English	Physics	Tourism
Integrated Studies Math	Product Design	ELLX
ELLX	Sociology	ELLY
ELLY	Te Reo Maori	ELLZ
ELLZ	Travel & Tourism	EL Foundation
EL Foundation	ELLX	
	ELLY	
	ELLZ	
	EL Foundation	

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