



Cockle Bay School  
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Howick | Auckland 2014  
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**THE TERMS AND CONDITIONS APPENDED TO THIS APPLICATION, FORM AND GOVERN THE STUDENT'S TUITION AT THE SCHOOL. BY SIGNING BELOW THE SCHOOL AND THE PARENTS OR LEGAL GUARDIAN AGREE TO THOSE TERMS AND CONDITIONS. PLEASE ENSURE THE TERMS AND CONDITIONS ARE READ CAREFULLY.**

## Terms and Conditions

### 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 School and 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.

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

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

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

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

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

**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.

**School** means the school referred to in the 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 pursuant to clause 19 or 21 of the Agreement.

### Preliminary Provisions

2. The Agreement is declared to be a Contract of Enrolment in terms of section 2 of the Act.
3. The School shall provide Tuition to the Student in accordance 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 begins on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents/Legal Guardians and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. Except in the circumstances described in clause 6 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 in respect of the renewed term.

Initialled by \_\_\_\_\_(Parent)

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 cease upon the Student's departure and resume upon the Student returning to New Zealand.

7. During the Period of Enrolment the Student must keep the School reasonably informed of his or her whereabouts including without limitation if the Student intends to leave New Zealand during the Period of Enrolment.

#### **Accommodation**

8. The Student shall live with, and shall at all times during the term of this agreement, continue to live with, the Parent or Legal Guardian.

#### **Immigration and Insurance**

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

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

11. The Parents agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. The Parents will provide the School with evidence of the relevant insurance policy.

#### **Fees**

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

13. If Tuition is terminated by the School during a Period of Enrolment, in accordance with 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**

14. 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 required by the Student, the School may charge the Parents such fees as required to adequately compensate for such additional requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents are obliged to notify the School in respect of any changing conditions in relation to the Student.

15. 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 additional support, except as disclosed in writing on the Application Form;

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

16. The Parents acknowledge that:

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

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

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

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

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

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

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

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

- (i) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School unless otherwise agreed in writing by the parties.

#### **Consent**

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

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

- (b) Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents.

18. Where the Student lives with the Parents, the School shall seek specific written consent of the Parents in accordance with school policies and procedures before the Student participates in any activity either organised by the School or by another party on behalf of the School.

### **Conduct, Discipline and Termination**

19. 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.
20. In the event of any breach of this agreement by the Student or the Parents, the School may take any disciplinary action, whether or not the conduct or behaviour occurred while the student was under the supervision or control of the school, 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.
21. Without limitation, the following actions shall be deemed to be breaches of this Agreement which may warrant disciplinary action:
- (a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
  - (b) The student's gross misconduct or continual disobedience is a harmful or dangerous example to other students at the school;
  - (c) Any act by the Student during the Period of Enrolment that jeopardises the education of any other Student;
  - (d) Because of the student's conduct or behaviour, it is likely that the student, or other students at the school, will be seriously harmed if the student is not stood-down or suspended or excluded as the case may require;
  - (e) the student's conduct or behaviour is in breach of Cockle Bay School's expectations or this contract of enrolment, and one or more of the following applies:
    - (i) the breach or breaches would constitute an ongoing risk to the student's education, health, safety, well-being or personal welfare for which the school is responsible under the Education (Pastoral Care of International Students) Code of Practice 2016;
    - (ii) the breach or breaches would constitute an ongoing risk to another person's education, health, safety, well-being or personal welfare.
  - (f) Any breach of the Accommodation Agreement by the Student or Parent;
  - (g) Failure to make payments pursuant to the Fee Schedule; and
  - (h) Any other breach of this Agreement
22. Where appropriate, the School will follow the provisions in Schedule 1 (relating to stand-down), or Schedule 2 (relating to suspension) set

out in the Disciplinary Procedures when exercising its disciplinary powers pursuant to clause 21 of this Agreement, but nothing in this Agreement shall limit the power of the School to summarily terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.

### **School's Obligations When Taking Disciplinary Action**

23. A Principal who wants a student to absent himself or herself from school for disciplinary reasons, or who wants a parent to remove a student from school for disciplinary reasons, may bring about the absence or the removal only by standing-down or suspending the student under this contract.
24. In making decisions on appropriate disciplinary action the Principal and the Board will as far as practicable ensure that any such disciplinary action:-
- (a) is proportionate to the seriousness of the behaviour of the student; and
  - (b) minimises the disruption to a student's attendance at school and facilitates the return of the student to school when that is appropriate; and
  - (c) is dealt with in accordance with the principles of natural justice.
25. If the student is stood-down or suspended, the Principal will take all reasonable steps to ensure that the student has the guidance and counselling that are reasonable and practicable in all the circumstances of the stand-down or suspension.
26. If a student's suspension is subject to conditions, the Principal will take all reasonable steps to ensure that an appropriate educational programme is provided to the student.
27. The programme referred to in clause 24 will as far as practicable be designed to facilitate the student's return to school and to minimise the educational disadvantages that occur from absence from school.

### **General Matters**

23. 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.
24. 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.

25. 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.
26. Notices may also be given by sending an email to the email addresses specified on the first page of this agreement and will be deemed to have been received 12 hours after it has been sent.
27. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the Agreement may be changed by the School in consultation with the Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.
28. The School shall at all times comply with the Health and Safety at Work Act 2015.
29. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
30. 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.
31. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.
32. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.

## PARENTS/LEGAL GUARDIANS DECLARATION AND AUTHORISATION

We declare that the information contained in this application is true and complete. We understand that any false or incomplete information submitted in support of this application may invalidate 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 that:

- allow the School to discipline the Student, including by stand down or suspension
- control and limit the Student's rights for refund when Enrolment ends early
- requires the Parents to make full disclosure of all relevant information and
- provide consent for the School to permit certain activities without further consent from the Parents.

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

**By signing this agreement you confirm that:**

1. all of the information entered on the international enrolment form is true and complete.
2. the student will live with a parent / legal guardian in New Zealand while enrolled at a school.
3. you have received copies of the Refund Policy and Disciplinary Procedures.

## SIGNING

### Parents/Legal Guardians

By signing below, the Parents 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)

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 \_\_\_\_\_