

AVONDALE COLLEGE INTERNATIONAL STUDENT CONTRACT OF ENROLMENT



THE TERMS AND CONDITIONS ATTACHED TO THIS APPLICATION, FORM AND GOVERN THE STUDENT'S TUITION AT THE SCHOOL. BY SIGNING BELOW, THE STUDENT, THE SCHOOL AND THE PARENTS OR LEGAL GUARDIAN AGREE TO THOSE TERMS AND CONDITIONS. PLEASE ENSURE YOU READ THE TERMS AND CONDITIONS CAREFULLY.

TERMS AND CONDITIONS:

DEFINITIONS

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

Accommodation means the residential accommodation provided to the Student.

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

Act means the Education and Training Act 2020.

Agreement means this Agreement including these terms and conditions and any schedules.

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

Code means the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

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

Disciplinary Action includes termination of this Agreement and other disciplinary actions, and can include actions that would be described as suspension, expulsion and exclusion if applied to a Domestic Student.

Domestic Student means a domestic student as defined in s 10 of the Act.

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

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

Homestay has the meaning as set out in the Code.

International Student means an international student as defined by s 10 of the Act.

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 an offer of place issued by the School to the Student for them to provide to Immigration to obtain a visa that qualifies them to enrol at the School as described in cl 13.

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

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

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

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

Termination means termination of the Agreement.

Tuition means the education of the Student at the School or, in appropriate circumstances, education provided to the Student by the School through online, remote or distance learning.

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 33 or 35 of the Agreement.

Welfare Issue means any situation where the School holds a concern about the Student's safety or wellbeing, or where the School considers it cannot meet its obligations under the Code and/or the Act with respect to the Student's health and safety for any reason.

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PRELIMINARY PROVISIONS

2. The Agreement is declared to be a contract of enrolment in terms of section 10 of the Act.
3. The School shall provide Tuition to the Student in line with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.

TERMS OF AGREEMENT

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student starts on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student for the renewed term.
6. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School organised trip the School's responsibility for the Student shall end upon the Student's departure and resume upon the Student returning to New Zealand.
7. This Agreement is considered to be written agreement from the Parent that the School is not responsible for the Student's day-to-day care where the student is in the custody of a Residential Caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purpose of supervising them during the Period of Enrolment.

8. The School is not responsible for the Student's day-to-day care where the Student is in the custody of a person approved by the Parent as part of a transfer-of-care arrangement during enrolment made in accordance with the Code.
9. During the Period of Enrolment the Student must keep the School reasonably informed of their 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 irrevocably 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 & INSURANCE

13. Upon this Agreement being signed by all parties, the School may issue the Student with an Offer of Place to provide to Immigration New Zealand to obtain a visa that qualifies them to enrol at the School.
14. This Agreement is at all times conditional on the Student obtaining a visa that qualifies them to enrol at the School and the School may on reasonable grounds, terminate this Agreement and withdraw an Offer of Place or at any time before the Student is issued such a visa.
15. 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.
16. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.

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

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

- a. accepts all exclusions that apply to the insurance policy and
- b. agrees that where the school arranges insurance on behalf of the Parents, the Parents have disclosed all medical conditions to the School that may affect insurance cover.

19. 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.

20. In the event that the Student's status changes such that they are eligible to be enrolled in a school in New Zealand as a Domestic Student, this agreement will be deemed to be terminated on the date on which the School is advised of this change and any future enrolment will be determined in accordance with that status.

FEES

21. 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.

22. If Tuition is terminated by the School during a Period of Enrolment, any refund of the Fee applicable to that Period of Enrolment will be assessed according to the refund policy which is annexed to this Agreement as Schedule Three, as updated by the School from time to time.

INFORMATION, WARRANTIES & ACKNOWLEDGEMENTS

23. The Parents agree to provide the School with educational, medical, financial, or other information relating to 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 nature of enrolment, 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 or Terminate the Agreement. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents must notify the School of any changing conditions in relation to the Student.

24. The Student and the Parents confirm that:

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

25. The Parents and Student acknowledge that:

- a. The School may obtain at any time from any person or organisation any information it requires to process and/or accept the Student for admission to the School or to perform or complete any of the other purposes under this Agreement. The Parents and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.
- b. If the Student and/or Parents fail to provide any information requested in relation to the Student's admission to the School, the School may be unable to process the Student's application.

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- c. This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, then this Agreement will be at an end.
- d. Personal information of the Student and/or Parents collected or held by the School is provided and may be held, used and disclosed to enable the School to process the Student's eligibility to receive Tuition at the School and Accommodation.
- e. The Parents agree that where the Student lives in a School approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by the School and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to a Designated Caregiver Agreement being entered into by the School, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Agreement or of the Designated Caregiver Agreement will be considered to be a breach of this Agreement.
- f. All personal information provided to the School is collected and will be held by the School.
- g. The Student and Parents have the right under the Privacy Act 2020 to obtain access to and request corrections of any personal information held by the School concerning them.
- h. Under the Privacy Act 2020, 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. Where necessary to carry out any process under this Agreement, or to make any decision concerning the Student, the School may disclose personal information to any person, including immigration authorities, airlines, and travel agents.
- k. 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.

26. Where the Student turns 18 during the Period of Enrolment, the Student will remain bound by this Agreement as though they personally signed the Agreement, unless otherwise agreed in writing between the Parents and the School. Where the Student turns 18 or is 18 at the time of this Agreement, the Student and the Parents acknowledge that this Agreement may prohibit the Student from taking part in activities that would otherwise be lawful due to their age.

CONSENT

27. The Parents and the Student, who have signed this Agreement appoint and authorise the principal of the School (or such other person as may be appointed by the School to carry out the principal's duties) to:
- a. Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information;
 - b. Provide agreements on the Student's behalf in the event of a medical emergency where it is not reasonably possible to contact the Parents.
28. The School shall seek specific written consent 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 the School considers to be high risk or an activity that is organised by the School and requires the Student to stay away from their regular accommodation overnight.
29. Except in the circumstances described in clause 28, this Agreement is considered to be written consent 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.
30. 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 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.

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CONDUCT, WELFARE, DISCIPLINE & TERMINATION

31. 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.

32. In the event of any breach of this Agreement by the Student or the Parents, the School may take any Disciplinary Action it considers appropriate, including terminating this Agreement, and (if applicable) notifying Immigration New Zealand of its decision to terminate the Agreement.

33. Without limitations, the following actions shall be considered to be breaches of this Agreement which may warrant Disciplinary Action:

- a. Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
- b. Any breach of the School Code of Conduct by the Student;
- c. Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;
- d. Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;
- e. Any act by the Student during the Period of Enrolment that threatens the education of any other Student;
- f. Any breach of clauses 16 or 17 of this Agreement or of the warranties contained in clause 24 of this Agreement;
- g. Failure to make payments invoiced according to the Fee Schedule; and
- h. Any other breach of this Agreement

34. Where appropriate, the School will follow the process set out in the Investigation Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers as stated in clause 32 of this Agreement, but nothing in this Agreement shall limit the power of the School to immediately terminate this Agreement for serious misconduct or to require the Student not to attend the School pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.

35. The School may terminate this Agreement if there is a Welfare Issue and the School forms the view that it cannot reasonably continue to meet its obligations under the Code or the Act with respect to the health and wellbeing of the Student within the School.

36. Where appropriate, the School will follow the process set out in the Investigation Policy which is annexed to this Agreement as Schedule Two when exercising the power in clause 32 of this Agreement, but nothing in this Agreement shall limit the power of the School to take urgent action, including terminating this Agreement where it considers that it is necessary or appropriate.

GENERAL MATTERS

37. 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.

38. This Agreement shall be construed and take effect according to the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the Parents:

- a. Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
- b. Agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1996 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.

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39. 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.
40. 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 twelve (12) hours after it has been sent.
41. This Agreement contains the entire understanding between the parties. The terms of the Agreement may only be changed by the School in consultation with the Student, and Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.
42. The School shall at all times comply with the Health and Safety at Work Act 2015.
43. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
44. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
45. 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.
46. 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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INTERNATIONAL STUDENT CODE OF CONDUCT (SCHEDULE ONE):

The following specifies the expected behaviour of the student at all times, whilst on the Avondale College International Student Program.

1. The student agrees to not possess, purchase, sell, distribute or consume alcohol, regardless of their age.
2. The student agrees to not possess, purchase, sell, distribute or consume illegal drugs or any mind altering substances.
3. The student agrees to not enter any licensed or unlicensed establishments, such as bars, nightclubs, pubs etc.
4. The student agrees to not possess, purchase, sell, produce or distribute any forms of false identification e.g. fake IDs.
5. The student agrees to not own or drive any form of motorized vehicle e.g. cars, motorcycles etc. This also includes electric scooters e.g. Lime Scooters, Beam Scooters etc. and electric skateboards.
6. The student agrees to not possess, purchase or smoke cigarettes if they are not of legal age to do so (the legal age to purchase cigarettes is 18 in New Zealand). If the student is of legal age to purchase cigarettes, the student agrees to not smoke them on their host families property, unless their host family gives them permission to do so.
7. The student agrees to not possess, purchase or use vaping products/equipment if they are not of legal age to do so (the legal age to purchase vaping products/equipment is 18 in New Zealand). If the student is of legal age to purchase vaping products/equipment, the student agrees to not vape on their host families property, unless their host family gives them permission to do so.
8. The student agrees to contact the International Department Emergency Phone immediately if their, or another Avondale College International students safety is or was in jeopardy (situations could include a student being taken to hospital, a student being detained/questioned by the police, a student getting in a physical altercation, any event in which emergency services were present etc.).
9. The student agrees to not possess at any time, any dangerous materials/items, such as knives, weapons, guns, explosives, chemicals etc.
10. The student agrees to not physically harm any other person/s e.g. assault, punch, hit, pinch them etc.
11. The student agrees to not mentally harm or discriminate against any other person/s e.g. tease, mock, verbally bully, electronically bully them etc.
12. The student agrees to not visit any illegal, objectionable, offensive, dangerous or inappropriate websites whilst using their host families or the schools internet/Wi-Fi connection or computers.
13. The student agrees to not work, for pay, without notifying the International Manager and obtaining the correct work visa entitlements.
14. The student agrees to not travel outside of Auckland City without the prior written permission of the school and their parents.
15. The student agrees to always be honest in their communication with the International Department Staff, so that the correct care and advice can be provided to the student.
16. The student agrees to be respectful when communicating with the International Department staff and other school staff e.g. teachers, support staff etc.
17. The student agrees to purchase a New Zealand SIM card for their phone, and to ensure the International Department always has the correct phone number for them.
18. The student agrees to pay, in full, all of their personal bills, debts and to close any accounts they may have opened before departing NZ e.g. gym memberships, phone bills etc.
19. The student agrees to not colour/dye their hair.
20. The student agrees they will obtain written permission from their parents, and the school before getting any piercings.
21. The student agrees they will obtain written permission from their parents, and the school before getting any tattoos.

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22. The student agrees to not use any digital devices past 12:00AM on a school night, unless required for an emergency situation (this is to prevent the student from staying up all night browsing the internet or gaming, and coming to school tired, or not coming to school at all the following day).
23. The student agrees to abide by all house rules that their host family sets for them. If the student deems a house rule to be unreasonable, the student will speak with a member of staff in the International Department and seek clarification if said rule is unreasonable or not.
24. The student agrees they will help out with household chores, such as doing the dishes, setting the table etc., at their host family, should their host parents request the student to do so.
25. The student agrees to keep their bedroom clean and tidy at all times.
26. The student agrees to be respectful when communicating with or about their host family, or previous host families, and the student agrees to try their best to fit in with the cultural and lifestyle differences of their host family.
27. The student agrees to follow the set curfew times shown in the below table.
30. The student agrees to let their host parents know, in person, if they are unwell and will not be coming to school for the day.
31. The student agrees they will study to the best of their ability.
32. The student agrees they will participate in sport and/or other school activities where possible.

Age	Sunday to Thursday	Friday and Saturday
12, 13, 14 or 15 years old	At home from 6:30PM to 6:30AM	At home from 9:30PM to 6:30AM
16, 17, 18, 19 years old and up		At home from midnight to 6:30AM

28. The student agrees to keep their host family informed of their whereabouts at all times.
29. The student agrees to not spend the night anywhere but at their own host family. (If the student wishes to spend the night at another Avondale College International Students host family, and a sufficient notice period is given (at least 5 days), the Homestay Team will seek the student's parents written permission. If written parental permission is obtained, the Homestay Team will in turn give permission for the student to stay the night with another Avondale College International students host family. Permission will not be given for students of the opposite sex to spend the night together, unless they are related, even if the student's parental permission is obtained).

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AVONDALE COLLEGE CODE OF CONDUCT (SCHEDULE ONE):

YOUR RESPONSIBILITY AS A STUDENT

- To take responsibility for your behaviour following the Avondale College School Rules and HEART.
- To show respect for your fellow students, for staff and for school property.
- To make the most of the opportunities that are provided for you at College.

YOUR EXPECTATIONS AS A STUDENT

- A quality education in all subjects.
- To learn in a safe and secure environment.
- To be treated in a fair and reasonable manner.
- To be listened to if you have concerns or problems.

A school as large as Avondale College can operate smoothly and happily only with the co-operation of all students. In order to promote this co-operation there are certain expectations of student behaviour that must be met. Students must observe the basic rules and show our HEART values at all times as a condition of continued attendance at Avondale College.

A. BEHAVIOUR FOR SELF

- School uniform is to be worn fully, neatly and correctly at all times within and outside of the school gates.
- Students are expected to attend all classes and be on time. All students late to school, or leaving school before the end of the school day, must sign in/out at the Attendance Station. Students late to class must obtain a pass from the dean or teacher that has made them late.
- Students are not permitted to smoke or vape at school, on any school activity, or anywhere whilst in school uniform. The possession of smoking or vaping materials is also not permitted.
- Students are not permitted to consume alcohol or drugs before school, in school, on any school activity, or anywhere whilst in school uniform; it is a serious breach of the school rules for any such substances to be possessed by any student.

B. BEHAVIOUR TOWARDS OTHERS

- Bullying of any kind, including bullying through social media, is not tolerated.
- Foul language, name calling and any other forms of abuse, including through social media, are not tolerated.
- Dangerous goods and materials, eg knives, laser lights, fireworks, etc are not permitted at school.
- Mobile phones are not permitted to be used during the school day. If a student must bring a phone to school it must be turned off and left in the student's bag. This also applies to other school activities such as trips and camps.

C. BEHAVIOUR IN OUR ENVIRONMENT

- Stealing or damaging any other person's property is not permitted.
- Vandalism and graffiti are considered to be anti-social acts and are in breach of the school rules. Vivid markers are not permitted at school. School books and bags are to be graffiti free.
- There will be no misuse of school property, for example use of the school data access and/or school computers.
- Chewing gum is not permitted at school.

D. OTHER GENERAL GUIDELINES AROUND BEHAVIOUR THAT SHOULD BE NOTED ARE:

- Accidental (or other) damage must be properly reported to a teacher. Cost of damage will be assessed and students will be expected to pay for any damage caused.
- Prefects have authority to enforce our school rules and have the full backing of the school in the performance of their many duties.
- Money or valuables that have to be brought to school must be left in the school office for safekeeping. The College can accept no responsibility for money or valuables brought to school.
- For breaches of the school rules or values students may be placed on lunch time or after school detention. Students on after school detention will remain at school under teacher supervision until 5pm.
- Students are under the control of the school from the time they leave home until they return.

Students are bound by the school rules and values when in uniform, or when under the school's control. At all times students should remember that the good name of Avondale College is in their hands and that their behaviour should be sensible, courteous and show HEART.



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DISCIPLINARY POLICY (SCHEDULE TWO):

The following is the School's current policy for dealing with Disciplinary Actions and Welfare Issues. This is not intended to restrict the School's general powers relating to discipline and this policy may be changed from time to time at the discretion of the School.

OVERVIEW

1. Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not warrant any formal response other than a warning, the School will endeavour, where appropriate, to follow a two-stage investigation process (the Investigation Process).
2. In Stage One, the School will investigate and determine the facts of the situation being considered (the Situation), and will reach a conclusion on what happened and whether there is a Welfare Issue or an incident that requires Disciplinary Action or the termination of the Agreement.
3. During Stage One of the Investigation Process, the Student will have an opportunity to provide a response to any subject matter being investigated or to any allegation made concerning the Situation.
4. In Stage Two, if the School has determined some response is required, the School will consider the appropriate outcome for the Situation, up to and including termination of the Agreement.
5. During Stage Two of the Investigation Process, the Student will have an opportunity to provide a response to the Situation and any proposed outcome that the School is considering taking (the Proposed Action).
6. This policy does not limit the School's power to take appropriate action urgently and without following the Investigation Process if this is necessary having regard to the seriousness of the Situation. Such a determination may be made at any point during the Investigation Process.
7. This policy also does not limit the School's power to require the student not to attend School for the duration of the Investigation Process where this is considered necessary for the safety or education of any person.

GENERAL POLICY

8. When the School is conducting an investigation involving the Student it will endeavour to provide the Student with the following:
 - a. a written summary of the Situation (as it understands it) or the Proposed Action;
 - b. an opportunity to respond to the Situation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
 - c. an opportunity to consider the Situation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Situation or the Proposed Action) before giving a response;
 - d. an opportunity to contact their Parent before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Situation or Proposed Action;
 - e. an opportunity to have an independent support person of his or her choice present at any meeting relating to the Investigation Process;
 - f. an opportunity to meet with that support person in private at any stage during the Investigation Process;
 - g. an opportunity to have a translator present (or otherwise facilitate the student participating in the Investigation 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 Investigation Process.

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REFUND POLICY (SCHEDULE THREE):

REQUESTS 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. All refunds will be settled under the terms of this policy unless otherwise agreed by the School.
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 including bank address and swift code where relevant; and
 - 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 exist whether an application is accepted or not or whether a Student remains enrolled after an application is accepted.
 - b. **Insurance:** Once insurance is purchased, the School is unable to refund insurance premiums paid on behalf of a student. Students and Parents may apply directly to an insurance company for a refund of premiums paid.
 - c. **Accommodation Support Fee:** Accommodation Support fees meet the cost of processing a request for Homestay accommodation by the student. Costs incurred for arranging Homestay accommodation for the Student prior to the refund request cannot be refunded.

d. **Used Homestay Fees:** Homestay fees paid for time the Student has already spent in a Homestay cannot be refunded. Used Homestay fees may also include a notice period of a week.

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.

REQUESTS FOR A REFUND FOR FAILURE TO OBTAIN A STUDY VISA

4. If the Student fails to obtain an appropriate visa, a refund of international student tuition fees will be provided less any non-refundable fees that have been paid. Evidence must be provided to the school of Immigration New Zealand declining to grant a visa.

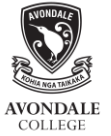
REQUESTS FOR A REFUND FOR ENROLMENT OF ONE TERM OR LESS

5. Where the Student is enrolled for one term or less and withdraws early, either before or after the start date of enrolment, other than where they have failed to obtain an appropriate visa and have provided evidence of this, there will be no refund of tuition fees or other relevant non-refundable fees.
6. Where the School terminates the enrolment of a Student enrolled for one term or less, there will be no refund of tuition fees, or other relevant non-refundable fees.

REQUESTS FOR A REFUND FOR VOLUNTARY WITHDRAWAL FROM ENROLMENT OF MORE THAN ONE TERM

7. If the Student voluntarily withdraws 21 days or more before the start date of enrolment, a refund will be provided less any non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.
8. If the Student voluntarily withdraws less than 21 days before the start date of enrolment, other than where they have failed to obtain an appropriate visa and have provided evidence of this, a refund will be provided less a minimum of 10 weeks' tuition fees and any other relevant non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.

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9. If a Student voluntarily withdraws after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. A refund will be provided less the minimum of 10 weeks tuition fees notice and any other relevant non-refundable fees as outlined in this policy. The notice period will begin the day after the School receives written notice of the Student's intention to withdraw from enrolment and the student may continue to attend school during the notice period. The notice period does not include weeks that fall during scheduled school holidays. In the event that less than 10 weeks' notice is given, refunds may be calculated based on the refund that would have been due if the termination had taken place 10 weeks after notice was given.

REQUESTS FOR A REFUND WHERE THE SCHOOL FAILS TO PROVIDE A COURSE, CEASES AS A SIGNATORY, OR CEASES TO BE A PROVIDER

10. 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:

- Refund the unused portion of international student tuition fees or other fees paid for services not delivered, or
- Transfer the amount of any eligible refund to another provider, or
- Make other arrangements agreed to by the Student or their family and the School.

11. For the avoidance of doubt, this clause does not apply where the format of the education provided by the School changes (for example delivery by remote learning), and the School continues to offer education for international students.

OTHER CIRCUMSTANCES WHERE A REFUND REQUEST MAY BE CONSIDERED

WHERE A STUDENT'S ENROLMENT IS ENDED BY THE SCHOOL

12. In the event the Student's enrolment is ended by the School for a breach of the contract of enrolment or as a consequence of a Welfare Issue, then the School will consider a request for a refund less:

- Any non-refundable fees set out in this policy;

b. A minimum of ten weeks tuition fees from the date of termination; and

- Any other reasonable costs that the School has incurred in ending the Student's enrolment

WHERE A STUDENT CHANGES TO A DOMESTIC STUDENT DURING THE PERIOD OF ENROLMENT

13. If a Student changes to a domestic student after enrolment has commenced, this contract will be treated as being terminated on the date that the School is advised of this change of status. The student will be treated as having voluntarily terminated the Agreement on this date and any refund will be calculated accordingly. The Student will be treated as having given no prior notice for the purposes of clause 9 of this policy, unless the Student has previously advised the School in writing of the Student's intention to apply to Immigration New Zealand for a visa that will result in a change of status. In the event that notice of an intended change in status is given, the period after this notice is given will be counted as part of the notice period for the purpose of clause 9.

WHERE A STUDENT VOLUNTARILY REQUESTS TO TRANSFER TO ANOTHER SIGNATORY

14. If a Student requests to transfer to another signatory after the commencement of their enrolment, a minimum of 10 tuition weeks of prior notice is required. This notice period does not include weeks that fall during scheduled school holidays. The notice period will begin the day after the School receives written notice that the Student requests to transfer to another signatory. Where less than 10 weeks' notice is given, any refund may be calculated based on the refund that would have been due if the termination had taken place 10 weeks after notice was given.

REFUND OF OTHER FEES

REQUESTS FOR A REFUND OF HOMESTAY FEES

15. If for any reason, the Student withdraws after their stay in a School Homestay, any unused Homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.

16. Where the 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.

AVONDALE COLLEGE INTERNATIONAL STUDENT CONTRACT OF ENROLMENT



REQUESTS FOR A REFUND OF FEES UNUSED AT THE END OF ENROLMENT

17. Except by written request from a Student or their Parent, prepaid fees unused at the end of enrolment amounting to less than NZD\$250 will be refunded to the Student in cash. Sums greater than NZD\$250 will be refunded into a nominated bank account.

OUTSTANDING ACTIVITY FEES OR OTHER FEES

18. 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.

REFUNDS TO BE MADE TO THE COUNTRY OF RECEIPT

19. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.

REFUND PROCESSING FEE

20. All refunds paid via bank transfer will incur a NZD\$150 refund processing fee. The refund processing fee will be removed from the total refund amount, prior to Avondale College making the refund payment into the bank account nominated by the student or their parents.

RIGHTS OF FAMILIES AFTER A DECISION REGARDING A REFUND HAS BEEN MADE

21. A decision by the School relating to a request for a refund of fees will be provided to the student or Parent in writing and will set out the following information:
- a. Factors considered when making the refund decision;
 - b. The total amount to be refunded; and
 - c. Details of non-refundable fees.
22. In the event the Student or the Parent is dissatisfied with a refund decision made by the School or is dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the Study Complaints, Disputes Resolution Scheme.



USER AGREEMENT OVERVIEW

Students at Avondale College are provided with opportunities for learning through digital platforms, which may include school computers, personal laptops, other information technology resources and, on occasions, personal devices/cell phones. This agreement covers the use of all such equipment.

Digital technology continues to create opportunities to learn and connect our school community. Avondale College believes in using a digital citizenship model to support safe, responsible and ethical use of digital technology and online spaces as it helps our online environment to be a positive place for everyone.

This agreement outlines Avondale College's role in promoting the use of digital technology and online spaces for learning, and supporting online safety approaches. It also outlines expectations and responsibilities of students as a member of our online community. It will also be used to support discipline processes when necessary.

AVONDALE COLLEGE'S ROLE

Avondale College recognises a student's right to receive a high-quality education in a safe online and offline environment.

We will do this by:

- Providing information and support to ensure you are aware of, and able to meet, your responsibilities
- Teaching a curriculum that promotes positive online safety behaviours
- Overseeing students' use of the school's digital devices and platforms
- Offering access to the internet and online services that is not unreasonably restricted
- Using filtering software to minimise access to inappropriate online content
- Allowing the use of technology for personal reasons during break times as long as it does not negatively impact on self and others
- Supporting students who need help dealing with online incidents
- Taking action when a negative online experience occurs between students even if it takes place outside of school hours
- Securing the personal information the school collects about you
- Having a plan in place to support students when something serious or illegal happens. This might include getting in touch with the Police or Netsafe.

YOUR RESPONSIBILITIES

As a student of Avondale College and a member of our community, it is expected that you will positively contribute towards making our school a place that is safe, respectful, and fair online and offline. This means enacting our school values in online spaces, and helping to shape a positive online culture. This is being a 'digital citizen'.

As a digital citizen, you will:

- **Keep it positive.** Always respect others online and communicate in a constructive way. Do not create or publish content that is indecent, threatening, offensive, inappropriate for school or illegal.
- **Protect privacy.** Do not disclose sensitive personal information about yourself or another person in any digital communication. This includes sharing passwords, accessing devices or online sites belonging to others without consent and taking screenshots and sharing this content without consent.
- **Act cautiously.** Anything you post or do online can influence what people think of you. Likewise, always think carefully about whether the information you see online is true. If you are unsure of something talk to a teacher.
- **Avoid online bullying.** Creating or forwarding content that is harmful, inappropriate or hurtful is never okay at any time, and may breach legislation (The Harmful Digital Communications Act). If you are harassing people by sending multiple messages this is also considered online bullying and is unacceptable.
- **Be security smart.** Keep personal information safe and secure by using strong passwords and not sharing them with others. This includes not accessing devices or online sites belonging to others without consent, nor taking screenshots and on-sharing their personal content without their knowledge and permission.

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- **Check consent.** Before downloading software to the school network or onto devices, seek permission. Interfering with the school systems, digital technologies, equipment/network or the online security of another person is never okay at any time.
- **Recognise others work.** Follow copyright and intellectual property requirements by attributing references, images, text, audio and video appropriately.
- **Respect the rights of others.** Only record and share video, photo or audio content if the people in it know it has been taken and have provided their consent.
- **Use personal devices sensibly.** Keep your device(s) on silent during school hours and only use it when you have permission. Devices are to be used to support classroom learning, and may not be used for other purposes during class time.
- **Seek help.** Sometimes you or someone you know will feel unsafe or come across inappropriate or hurtful online content and behaviours. If this happens talk to a trusted adult about what can be done, or contact Netsafe directly.

ONLINE INCIDENTS

Any online incident can be reported through the Online Incident Report link on the Student Hub.

Despite the advantages technology offers and people's best intentions, sometimes there will be challenges and risks within an online community – either accidentally or on purpose. Avondale College is committed to supporting you if something goes wrong online.

- **Online bullying.** Incidents of online bullying or harm will not be tolerated at our school. If you or somebody else is being bullied or harmed online, it's never okay at any time. This type of harm doesn't usually just go away. It's important to keep the evidence of what is happening to you or someone so this can be investigated. Don't put yourself at further risk by continuing any contact with the person or people who are bullying online, or creating harmful or hurtful content. It's very important to let your Teacher or Dean know what's happening so you can get the right help and support you need. You should also consider talking to a trusted adult like your parent, your whānau or guardian for support.
- **Report a problem.** You should report an online incident or if you suspect something is happening online as soon as you can to your Teacher or Dean. Once the school is made aware of a problem, they will assess the problem and work to resolve it.
- **Online safety support.** Netsafe is an online safety organisation that is also available to help. They provide free confidential advice seven days a week for all online safety challenges. They can be contacted on 0508 638723 or online at [netsafe.org.nz](https://www.netsafe.org.nz)

STUDENT DECLARATION

I am aware of the expectations, behaviours and values required of me when I use digital technologies at school, any online tools and platforms, and the school's systems and network. I understand these apply to all devices used at school whether they are owned by school or if it is my personal device.

I understand I have the right to use and experience online environments and digital technologies in positive ways and that others do also. With these rights, come responsibilities.

I understand and agree to support and uphold these expectations and responsibilities outlined in this agreement.

I know that if my actions or behaviours do not align with the User Agreement there may be consequences. This may include the loss of access to the internet on school owned devices or personally owned device used at school.

PARENT/ WHĀNAU/GUARDIAN DECLARATION

I know that if my child behaviours or acts in ways that don't align with those detailed in the User Agreement there may be consequences which the school will talk to me about.