



INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT SECONDARY SCHOOL

THE TERMS AND CONDITIONS BELOW, FORM AND GOVERN THE STUDENT'S TUITION AT THE SCHOOL. BY SIGNING THE DECLARATION, 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.

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 and 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.
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 and 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 the Student's 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.
- (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.

Conduct, Welfare, Discipline and 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.
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.

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 Agreement includes provisions:

- (i) that allow the School to discipline the Student, including by termination of this contract and their enrolment, or to remove them from the School on health and welfare grounds;
- (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 including if they intend to change their enrolment status from international student to domestic student;
- (iv) that continue to apply to the Student after they turn 18; and
- (v) that provide consent 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 Declaration, you confirm that all of the information in the Application Form is true and complete.

SIGNING

Parents

By signing the online digital Declaration, the Parents (as applicable) confirm that they have read the Agreement and agree to be bound by it in all respects.

School

By signing the online digital Declaration, 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.

Student

By signing the online digital Declaration, the Student confirms they have read and understood the Agreement and agrees to abide by the Code, School Policies and (to the extent applicable) the Agreement.

Code of Conduct

(Schedule One)

Mount Maunganui College believes that it should provide quality education for all of its students within a caring environment that allows for effective teaching and learning to take place.

This is achieved by, and through, our school values:

Aroha kindness, compassion and empathy for others

Mana strength, pride and resilience



"Mā tō rourou, mā tōku rourou, ka ora ai te iwi"
Together as learners, we are inspired to grow

1. I agree to uphold the values of the school and abide by all school rules. I understand that I must not willfully damage any school property or facilities.
2. I agree to attend all classes, including raukura time and assemblies. I agree to be punctual to classes.
3. I agree to stay within the school grounds unless I have correctly signed out at the International Department or Student reception. I understand that I need to follow the school attendance procedures in order to gain a leave pass.
4. I agree to participate in class, including class discussions. I agree to complete all class work and homework on time.
5. I agree to wear correct uniform at all times as per the Uniform Agreement. If there is an unavoidable problem, I agree to follow the correct uniform procedures. (Agreement found on the school website under international student policies).
6. I agree to follow all instructions from staff.
7. I agree to follow the information provided in the Digital Device Agreement and Acceptable Internet Usage Agreement. es as per the Uniform Agreement. If there is an unavoidable problem, I agree to follow the correct uniform procedures. (Agreement found on the school website under international student policies).
8. I agree to respect other people and their property.
9. I agree to follow instructions about appropriate cell phone use.
10. I understand that bullying, including physical, mental, online and emotional, is not allowed / tolerated.
11. I understand that the possession and consumption of drugs, alcohol, cigarettes, vaping or any other intoxicant during school time, and while attending school events or trips, is not permitted.
12. I understand that continual misbehaviour, including in my accommodation, can lead to termination of my enrolment.
13. I understand I must complete the end of enrolment procedures and return my borrowed or hired equipment when I finish my enrolment.
14. I understand that failure to attend school during the prescribed school days may jeopardise my current visa and my future visa applications and enrolment at the school

Investigation Policy

(Schedule Two)

1. 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

2. 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).
3. 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.
4. 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.
5. 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.
6. 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**).
7. 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.
8. 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

9. 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 his or her 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.

Stage One: Incident Investigation

10. When the School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise warrant a Disciplinary Action or which may constitute a Welfare Issue, the School will notify the Student of the Situation and will provide the Student with an opportunity to give a response.

11. Where appropriate, having regard to the seriousness of the Situation, 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 Situation.
12. When the School makes a decision about the Situation it will advise the Student and Parent, in writing if possible, about its conclusion as to what happened and whether it considers that it requires some kind of formal response – whether Disciplinary Action, Termination or other intervention.

Stage Two: Outcome Discussion

13. If the School determines that a formal response is required, it will advise the Student and Parent of the possible actions that it will consider taking in response to the Situation and will provide the Student and Parents with an opportunity to give a response.
14. Where appropriate, having regard to the seriousness of the Situation, 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 action to be taken.
15. When the School makes a decision about the action that it will take in response to the Situation it will advise the Student and Parents of its decision, in writing if possible. The action will not take effect, and no actions will be taken to put it into place, until the Student and Parents have been advised of the decision.

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. **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 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 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.

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 fee that has 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.

9. If a Student voluntarily withdraws after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. 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;
 - 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 cl 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 cl 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.

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\$1,000.00 will be refunded to the Student in cash. Sums greater than NZD\$1,000.00 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.

Rights of families after a decision regarding a refund has been made

20. 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.
21. 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.

Digital Device Agreement

Mount Maunganui College is a BYOD school. We encourage families to look into purchasing a device as this will be a valuable learning tool for students as they progress through school and into their future pathways. However, we understand that not all students will be able to purchase or have access to a device that they can bring to school daily. Therefore, any student unable to have daily access to their own appropriate learning device will be allocated a school Chromebook in Term 1, further details are available on the school website.

Internet access is available to students and teachers at Mount Maunganui College and we use filtering software to minimise access to inappropriate online content. The use of devices and the internet at school must support education and research that is consistent with the learning outcomes of the curriculum. Any students identified as bypassing our school network safeguards will be in breach of this agreement.

Our school values of Aroha and Mana, as well as our touchstones of Āko and Hauora, weave through all that we do at Mount Maunganui College. It is important that we follow these values and touchstones whilst we interact online.



1. Aroha

- a. I will show respect to myself and others through my online interactions.
- b. I will carefully consider the content that I post online.
- c. I will not bully, stalk or harass others online.

2. Mana

- a. I will act with integrity.
- b. I will use online names that are appropriate.
- c. I will protect myself and others by not sharing offensive or disturbing online content with others.
- d. I will protect myself and others by reporting content that is offensive or disturbing.
- e. I will protect myself by not responding to any messages that make me feel upset, angry or scared.
- f. I will protect my privacy by not sharing personal information nor contact details online.
- g. I will protect others' privacy by not sharing their personal information nor contact details online.
- h. I will protect my school by not sharing information about my school online.
- i. Use of a device is a privilege not a right. If I abuse that privilege, I expect to lose it.

3. Hauora

- a. I will tell a teacher if someone posts or shares any online content that is offensive or disturbing.
- b. I will tell a teacher if I see images or content online that makes me feel upset or disturbed.
- c. I will tell a teacher about any attacks or inappropriate behaviour directed at me and protect myself by seeking support from appropriate people.

4. Āko

- a. I will protect my usernames, passwords and work.
- b. I will cite all online content that I use, not plagiarise others' work, and abide by copyright laws.
- c. I will not visit websites that are degrading, pornographic, racist or inappropriate.
- d. I will not abuse my access rights nor enter other people's private spaces.
- e. I will do my best to ensure my device is charged and ready for school each day.
- f. I will abide by the Harmful Digital Communications Act 2015 (see attached document for more information).

5. School Devices

- a. I understand that the security of my school-loaned device is my responsibility.
- b. I will always store the Chromebook in my school bag when I am not using it.
- c. I will treat the Chromebook with respect and never leave it in unsupervised areas during the school day.
- d. I will take the Chromebook to our IT team if anything breaks so that it can be fixed.

6. Own Devices

- a. I understand that the security of my student-owned device is my responsibility.
- b. I understand that my device should be engraved or labelled clearly with my name.
- c. I understand that my cellphone is not an approved Bring Your Own Device.

7. Home Internet

- a. It is important that students have access to the internet at home to engage with their learning and to complete set homework.
- b. If you currently have limited access to the internet, then we recommend looking into the Skinny Jump plan:

SkinnyJump is a low-cost prepaid broadband service for eligible Kiwi homes.

- From \$5 per month.
- Free modem.
- 35Gb per month which can be added to.
- No contracts - pay as you go.
- For further terms and conditions, please go to the website <https://www.skinny.co.nz/jump/home/>



THE HARMFUL DIGITAL COMMUNICATIONS ACT (HDCA)

The Harmful Digital Communications Act (HDCA) was passed in 2015 to help people dealing with serious or repeated harmful digital communications. It lays out 10 communication principles that guide how to communicate online.

What type of communication does the Act cover?

It covers any harmful digital communications (like text, emails or social media content) which can include racist, sexist and religiously intolerant comments – plus those about disabilities or sexual orientation.

What are the 10 communication principles?

A digital communication should not:

- a. disclose sensitive personal facts about an individual
- b. be threatening, intimidating, or menacing
- c. be grossly offensive to a reasonable person in the position of the affected individual
- d. be indecent or obscene
- e. be used to harass an individual
- f. make a false allegation
- g. contain a matter that is published in breach of confidence
- h. incite or encourage anyone to send a message to an individual for the purpose of causing harm to the individual
- i. incite or encourage an individual to commit suicide
- j. denigrate an individual by reason of colour, race, ethnic or national origins, religion, gender, sexual orientation or disability

What is Netsafe's role under the HDCA?

Netsafe has the responsibility to help resolve reports related to alleged breaches of the 10 communication principles. We are not an enforcement agency, but we do have a high resolution rate. Some of the things we can do include:

- a. liaise with website hosts, ISPs and other content hosts (both here and overseas) and request them to take down or moderate posts that are clearly offensive
- b. use advise, negotiation, mediation and persuasion (as appropriate) to resolve complaints
- c. inform people about their options if they wish to apply to the District Court
- d. if we can't resolve things, then the person who reported to us may apply to the District Court eg for a take down order, against the author or host of the allegedly harmful content – but you need to have tried to resolve the matter with Netsafe first. We will provide you with a Netsafe Summary that you can take to the District Court to demonstrate that you have been through our process.

What is a Netsafe Summary?

A Netsafe Summary shows that you have tried to resolve your incident and that there are no further options we can consider. It offers a summary of your report including the resolution options we have offered, attempted or completed.

Although a Netsafe Summary informs the District Court, it does not impact on the decision the District Court makes. Once a Netsafe Summary has been provided to you, Netsafe will close your report and will no longer be involved.



What can the District Court do?

The District Court will deal with cases of harmful digital communications that Netsafe hasn't been able to resolve. The court will determine whether the person harassing someone has seriously breached, will seriously breach or has repeatedly breached one or more of the 10 communication principles. The court has the power to order:

- material to be taken down
- cease and desist orders
- someone to publish a correction, an apology or give you a right of reply
- the release the identity of the person behind an anonymous communication
- name suppression

Anyone who ignores the District Court's orders can be prosecuted and penalised. The penalty is up to six months in prison or a fine up to \$5,000 for an individual and up to \$20, 000 for a company.

What are the criminal penalties under the HDCA?

The criminal penalties include:

- a fine of up to \$50,000 for an individual or up to \$200,000 for a body corporate, or up to two years jail for posting or sending a digital communication with intent to cause harm
- up to three years' jail for the new crime of incitement to suicide where no attempt at suicide is made

ADVICE FOR PARENTS ABOUT THE HDCA

The most useful thing for parents to understand about the Harmful Digital Communications Act is the way the 10 communication principles define what is good or bad behaviour online.

How does the HDCA apply to young people?

Anyone in New Zealand including young people or parents on behalf of their child can get help from Netsafe. The options available under the Act will reflect the age of the people involved in an online incident.

What do the criminal offences under the HDCA mean for young people?

A criminal offence under the HDCA is subject to the same youth justice processes that apply to other offences. This means the offences will not be applied to children under the age of 14, but can be applied to young people aged 14-16 under the youth justice system.

CONTACT NETSAFE

If you're concerned about the immediate safety of you or someone else, please call 111. If you want help or expert incident advice, you can contact us. Our service is free, non-judgemental and available seven days a week.

- Email help@netsafe.org.nz
- Call toll free on 0508 NETSAFE (0508 638 723)
- Online report at netsafe.org.nz/report
- Text 'Netsafe' to 4282

Acceptable Internet Usage Agreement

Internet access is available to students and teachers at Mount Maunganui College. The internet offers vast and diverse resources to both students and staff. This service to teachers and students will help to promote educational excellence in our school by facilitating resource sharing, communication, and skills in finding and using information and innovative teaching programmes.

Students and staff have access to:

1. Electronic mail communication with people all over the world.
2. Information and news from government sources, research institutions, and other sources.
3. Public domain software and shareware of all types.

Access to computers and people all over the world also allows for the availability of material that may not be considered to be of educational value in the context of a school setting. On a global network it is impossible to control all materials, and an industrious user may discover controversial information. We (Mount Maunganui College) firmly believe that the valuable information and interaction available on this worldwide network far outweigh the possibility that users may access material that is not consistent with the learning outcomes of the curriculum. Life is a series of choices and consequences. Mount Maunganui College has chosen to make internet resources available to students, and the consequence is that they will have access to enormous amounts of information. If a student chooses to use these resources for finding information that will be of assistance in learning, the consequence will be continued access to the internet. If a student chooses to access resources that are objectionable, adult-oriented, or restricted, the consequence will be suspension or termination of access privileges. The signatures at the end of this document indicate each party who signed has read the terms and conditions and understands their significance.

At Mount Maunganui College we recognise that generative artificial intelligence (AI) is a rapidly developing area. We actively monitor developments in generative AI, and are guided by Ministry of Education advice. Mount Maunganui College allows students to use generative AI (eg ChatGPT) with permission from teachers for their school work on a case-by-case basis, as long as they meet the terms and conditions of the tool and any school guidelines for assessment. Students are expected to comply with our digital technology use agreements. Inappropriate use of generative AI is managed using our guidelines for Responding to Digital Incidents and Behaviour Management, as appropriate.



1. Computer and Internet Terms and Conditions

- 1.1 Acceptable Use - The original purpose of the internet was designed to support research and education in and among academic institutions all over the world by providing access to unique resources and the opportunity for collaborative work. The use of school computers must support education and research that is consistent with the learning outcomes of the curriculum. Use of another organisation's network or computing resources must comply with the rules appropriate for that network. Transmission of any material in violation of any NZ regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material or material protected by trade secret.
- 1.2 Network Etiquette - Users are expected to abide by the generally accepted rules of network etiquette. These include (but are not limited to) the following:
 - 1.2.1 Be polite. Do not get abusive in your messages to others.
 - 1.2.2 Use appropriate language. Do not swear or use any other inappropriate language. Illegal activities are strictly forbidden.
 - 1.2.3 Note that computer use, internet use and electronic mail (e-mail) is not guaranteed to be private. People who operate the system do have access to all aspects of the network. Messages relating to or in support of illegal activities may be reported to the authorities.
 - 1.2.4 Do not use the network in such a way that you would disrupt the use of the network by other users.
 - 1.2.5 All communications and information accessible via the network should be assumed to be private property (i.e., copyrighted).
 - 1.2.6 As stated under the Harmful Digital Communications Act (HDCA) all users of the internet and devices must not:
 - 1.2.6.1 disclose sensitive personal facts about a person;
 - 1.2.6.2 be threatening, intimidating, or menacing;
 - 1.2.6.3 be grossly offensive;
 - 1.2.6.4 be indecent or obscene;

- 1.2.6.5 be used to harass a person;
- 1.2.6.6 make a false allegation;
- 1.2.6.7 breach confidences;
- 1.2.6.8 incite or encourage anyone to send a deliberately harmful message;
- 1.2.6.9 incite or encourage a person to commit suicide; and
- 1.2.6.10 denigrate a person's colour, race, ethnic or national origins, religion, gender, sexual orientation or disability.

1.2.7 Under the HDCA, harmful digital communications can be private messages or public content. They include when someone uses the internet, email, apps, social media or mobile phones to send or publish harmful content.

From time to time, Mount Maunganui College system administrators will make determinations on whether specific uses of the network are consistent with the acceptable use practice.

1. Mount Maunganui College specifically denies any responsibility for the accuracy or quality of information obtained through the internet. Information (including text, graphics, video, etc.) from internet sources used in student assignments and reports should be cited the same as references to printed materials. (See handout acknowledging your sources.)
2. Security - Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on the internet, you must notify the System Administrator or the Principal. Do not demonstrate the problem to other users. Users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or misrepresent other users on the network. Attempts to gain unauthorised access to system programs or computer equipment will result in cancellation of user privileges. Downloading of information must be first approved by the teacher in charge once students have been advised that this process is allowed. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to school computers.
3. Vandalism - Vandalism will result in cancellation of privileges as well as other consequences. Vandalism is defined as any malicious attempt to harm, modify, or destroy computer hardware, data of another user, internet, or any of the other networks that are connected to the internet backbone. This includes, but is not limited to, the uploading or creation of computer viruses.
4. Inappropriate Use - Mount Maunganui College teachers and The Board of Trustees through the Principal will deem what is inappropriate use. The Principal may request the suspension or termination of computer use of any user who violates these acceptable use practices.

Logins and Passwords

All students have an email address at Mount Maunganui College.

Your email address will be based on your first name and your surname (all lowercase and no space between)

....so student John Smith would have the email address : johnsmith@mmc.school.nz

Passwords are generated by the school database and cannot be changed.

All students should know their password. This login and password is also used for printing.

Mount Maunganui College Acceptable Internet Usage Agreement

Student

I understand and will abide by the above Acceptable Internet Usage Agreement. I further understand that any violation of the regulations above is unethical and may constitute a criminal offence. Should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be instituted.

Parent or Guardian

As the parent or guardian of this student, I have read the Acceptable Internet Usage Agreement. I understand that this access is designed for educational purposes. I recognise it is impossible for Mount Maunganui College to restrict access to all controversial materials, and I will not hold the school (or any of its personnel) responsible for materials acquired on the network. Further, I accept responsibility for supervision if and when my child's use of downloaded material is not in a school setting. I hereby give my permission to allow internet access for my child.



EOTC Consent Form

This Education Outside of the Classroom (EOTC) form is to request consent for your child to participate in EOTC events which occur during the course of a school day, on-site or in the local area, and at a low risk level. Example events include:

- On-site in the school grounds e.g. orienteering, swimming in the school pool
- Off-site events in the local community and Tauranga region occurring in school time e.g. athletics day, running on Mauao, a careers trip.
- Off-site events finishing out of school hours e.g. seeing an art exhibition in the evening.

These events will be managed according to the school's safety management procedures for such events. Information will be communicated about these events but your consent will not be requested. If you have any questions or concerns about your child's participation at any time please do not hesitate to contact the school.

Where an event involves risk exposure greater than what would typically be the case at school, such as adventurous activities or hazardous environments, or the event continues overnight, specific consent will be required. At the time of our seeking any further consents you will also be asked to update the health and contact information held by school.

It is important that this form is completed at the start of the year for all students who will be participating in EOTC events (as described above). Details on this form will remain confidential to school staff, contractors and volunteers associated with supervising activities on EOTC events. It is crucial that you provide us with up-to-date information, that is accurate and complete, to allow us to plan appropriately for EOTC.

Please ensure that student details such as health information and emergency contacts are kept up to date with the International Department.

Please read the following medical and caregiver consent before agreeing.

.....

Medical and Support Consent

In an emergency the school may act on my behalf.

Should my child require pain management the school may administer pain relief, as indicated on their enrolment form.

I agree that if prescribed medication needs to be administered, a designated adult will be assigned to do this. I will ensure that prescribed medication is clearly labelled, securely fastened and handed to the designated adult with instructions on its administration.

If my child has extra support needs, I have informed the school and have been involved in the individual support planning for this activity to be successful for my child.

I will inform the school as soon as possible of any changes in the medical or other circumstances.

I agree to my child receiving any emergency medical, dental, or surgical treatment, including anaesthetic or blood transfusion, as considered by the medical authorities present.

Any medical costs not covered by ACC or a community service card will be paid by me.

Parent / Caregiver Consent

I agree to my child taking part in EOTC events. I acknowledge the need for them to behave responsibly.

I have read the EOTC activities information covered by the blanket consent, and I understand the specific risks associated with involvement in these.

I understand that these risks cannot be completely eliminated.

I understand the school will identify any foreseeable risks or hazards and implement effective management procedures to eliminate or minimise those risks.

I know that I am able to ask any questions of the school about the activities my child will be involved in, to gain a better understanding of the risks involved. I recognise that participation in such activities is voluntary and not mandatory. My child and I both understand that they may withdraw from the activity if they feel at risk. This must be done in consultation with the person in charge.

I understand that the school will encourage all students to participate to their full potential, and for some students a support plan will be implemented following discussion with whānau to achieve this.

I understand that behaviour will be monitored and supports put in place to promote the full participation of all students.

I understand that my child will be involved in the development of safety procedures. I will do my best to ensure that my child follows these procedures.

If my child is involved in a serious disciplinary problem, or actions that threaten the safety of others, they will be sent home at my expense.

I understand that the school does not accept responsibility for loss or damage to personal property (either my child's property or damage to other's property caused by my child) and that it is my responsibility to check my own insurance policy.