



INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT SECONDARY SCHOOL

PART TWO:

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

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

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.
- (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.

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

Code of Conduct

(Schedule One)

Students at Takapuna Grammar School are expected to practice the school motto of Aspiring to Personal Excellence at all times

International Students must not violate the laws of New Zealand

Takapuna Grammar School Rules and Expectations

Attendance

Students are expected to be on time and attend all classes they are timetabled for. Students must remain within the school grounds for the duration of the day (8.35am – 3.05pm or Wednesday 9.30am – 3.05pm. Students cannot take holidays during term time.

Year 13 Students Only

Can leave school at the start of lunchtime to work from home if they have a study period timetabled for Period 5.

Can purchase food from the Tuckshop during their study periods. However, this must not be during the first 10 minutes of the lesson or during the last 30 minutes of period 4.

Classroom Expectations

- Students must be on time and in class for the duration of their lesson.
- Students should aim to use interval and lunch for bathroom breaks.
- Students can only see the school nurse during a lesson if they have a written note from their teacher.
- Should students need to leave the classroom during the lesson they must return immediately when finished.
- Students must bring the correct equipment to each class and ensure the appropriate uniform is worn e.g. closed toe shoes in Science. Devices should be charged and able to last a full school day.

Sexual Harassment, Assault, and Bullying

- Students must not commit incidents of verbal, sexual, physical, digital or any other form of bullying or harassment. Including the use of foul, racist or sexist language.

Harmful Substances

- Students must not be in possession of, supply, consume, or be under the influence of alcohol, illegal drugs, mind-altering substances, legal highs, solvents, and other harmful substances.
- Takapuna Grammar School is a smokefree school. Smoking, including vaping and e-cigarettes, is not allowed anywhere on the school grounds at any time. School activities away from school, such as EOTC or sports trips, are also smokefree.
- Teachers can request the surrender of items that they have reasonable grounds to believe may be harmful, dangerous or detrimentally affect the learning environment.

Uniform

- The TGS uniform must be worn correctly, appropriately and with pride.

Phones and Electronic Devices

- New Zealand Government has brought in a no mobile phone policy in schools. This is now a law in New Zealand.

- Students may bring their phones to school but they must be turned off and in their bag between 8.40am and 3.05pm.
- Students are expected to bring a charged, working device (not a phone) to all lessons.
- Students must abide by the appropriate use of ICT policy as set out and agreed to by all students during their enrolment.

appropriate forms that must be completed prior to any approval being granted.

Homestay

International student must always let their host family know where they are and obey the following curfews:

Age	Sunday – Thursday	Friday & Saturday
Under 15 years	6.00pm	8.30pm
15 years	6.00pm	11.00pm
16 years	6.00pm	12 midnight
17 years & over	6.00pm	12 midnight

Driving

International Students (of any age) enrolled at Takapuna Grammar School are **NOT** permitted, at any time, to buy or drive a vehicle.

Communication

Takapuna Grammar School will contact parents with any concerns regarding students, e.g. when it is investigating concerns about the health and mental wellbeing of a student. Where the enrolment agreement contract may be terminated early and with near immediate effect, a plan of transfer care back to the students' parents will be promulgated. This is to include telephone and email communication at the soonest possible time. Situations where enrolment contracts may be terminated include the emergence of a medical condition (disclosed or otherwise) or any breach under the agreement regarding disciplinary issues.

I understand that any breaches of this Code of Conduct will be subject to the school's discipline procedures and may result in my student visa being terminated and me being sent home.

E-Signature to be inserted here

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

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

no longer operates as an international education provider, the School will negotiate with the Student or their family to either:

- a. Refund the unused portion of international student tuition fees or other fees paid for services not delivered, or
 - b. Transfer the amount of any eligible refund to another provider, or
 - c. Make other arrangements agreed to by the Student or their family and the School.
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:
- a. Any non-refundable fees set out in this policy;
 - b. A minimum of ten weeks tuition fees from the date of termination; and
 - c. 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 will be refunded into

- (a) notification from time to time and will continue to apply until notified otherwise.
16. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):
- (a) Charge the Parent such fees as required to pay for extra requirements due to providing misleading information or the lack of disclosure; or
 - (b) Terminate this Agreement.
17. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
- (a) the Residential Caregiver and the School entering into a Homestay Carer Agreement or a Designated Caregiver Agreement; and
 - (b) the School's usual requirements and policies relating to the Accommodation.
18. The School will ensure that to the best of its ability:
- (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
 - (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
 - (c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the School;
 - (d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and
 - (e) The Student only engages in lawful, responsible and positive recreational activities outside of School.
19. Unless otherwise agreed in writing by the parties, the Parents agree for the Student to travel and stay overnight within New Zealand in the care of their Residential Caregiver for not more than seven days where the travel does not involve the Student participating in any activities that the School considers high risk, or result in the Student missing any scheduled school days.
20. The School will seek specific written consent from the Parents for travel or overnight stays of more than seven days or that results in the Student missing any scheduled school days.
21. The Student will seek specific written consent from the School before the Student, being a Student of any age, participates in any activities the School considers high risk. The School will only give such consent where approved by the Parents.
22. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include regular check-ins with both the Student and the Residential Caregiver.
23. Unless otherwise agreed in writing, the Student will be entitled to start their Homestay at the Accommodation 5 days before the Period of Enrolment (as that term is defined in the Contract

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

Expectations

- 24. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
- 25. In the event that the Student is removed from a Residential Caregiver for any reason, the School will take all reasonable steps to find, over a reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.
- 26. The Student will treat the Accommodation with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.

Fees

33. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
34. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.

Disputes

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