



INTERNATIONAL STUDENT CONTRACT OF ENROLMENT

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

Terms and Conditions:

Definitions

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

Accommodation means the residential accommodation provided to the Student.

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

Act means the Education and Training Act 2020.

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

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

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

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

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

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

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

Homestay has the meaning as set out in the Code.

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

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

Parent means the student's biological or legally adoptive parent. Except where the context requires otherwise, references to Parents in this agreement includes Legal Guardians and 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 and includes termination by the School expelling or excluding the Student.

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 28 or 30 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. The Parents and Student agree to comply with the visa requirements as set out in the Immigration Act 2009, and any visa conditions applicable to the Student's stay in New Zealand. The Parents and Student understand that the School has an obligation to report any breaches of the visa requirements to the appropriate immigration authority.
14. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
15. Insurance Requirement and Scope: The Parents agree that it is a mandatory condition of enrolment that the Student maintains comprehensive and current travel and medical insurance (the "Policy").
 - (a) Where insurance is not arranged by the School, the Parents must provide the School with evidence of the

relevant Policy upon request. If appropriate evidence is not provided, the School may organise a suitable Policy and pass the cost on to the Parents.

- (b) The Policy must cover, at a minimum:
 - (i) The Student's travel (to and from New Zealand, within New Zealand, and outside New Zealand if the travel is part of the educational instruction);
 - (ii) Medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation;
 - (iii) Repatriation or expatriation of the Student due to serious illness or injury, including cover of travel costs for family members assisting this process; and
 - (iv) Death of the Student, including cover of travel costs for family members to and from New Zealand, costs of repatriation or expatriation of the body, and funeral expenses.
16. Acceptance of Policy and Liability (Overseas Policies): The Parents agree they have read the Policy details and any relevant information provided by the insurer, and they:
 - (a) Accept all exclusions and conditions that apply to the Policy; and
 - (b) Agree that where the School arranges the Policy, the Parents have disclosed all medical conditions that may affect cover.
 - (c) Where the Policy is provided by an overseas insurer, the Parents and/or Caregivers/Agents are fully and solely responsible for all costs, payments, claims processing, and administration relating to any event or claim under that Policy. For the avoidance of doubt, the School accepts no liability for any costs, losses, or delays arising from a Policy not arranged by the School.
17. Financial Responsibility: The Parents agree to cover any costs for the Student that are excluded by the Policy, or are not otherwise covered by publicly funded medical services in New Zealand. The Parents agree that the School is not responsible for any costs incurred on behalf of the Student that are excluded by the Policy or not covered by publicly funded medical services in New Zealand.

Fees

18. The Fee must be paid to the School in advance of each Period of Enrolment or as otherwise directed by the School. The Parents and the Student agree to comply with School policies regarding the payment of the Fee.
19. If Tuition is terminated by the School during a Period of Enrolment, 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

20. The Parents agree to provide the School with educational, medical, financial, or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents provide misleading information or fail to disclose information about the Student to the School, such that the School has to change or modify the level of Tuition or Accommodation required by the Student, the School may charge the Parents such fees as required to adequately compensate for such extra requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents must notify the School of any changing conditions in relation to the Student.
21. The Student and the Parents confirm that:
 - (a) The Student does not suffer from any medical condition or behavioural condition (including mental health conditions and allergies) that may negatively impact on

the health, safety or education of the Student or any other student at the School, except as disclosed 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;
 - i.
- (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.

22. The Parents and Student acknowledge that:

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

Consent

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

- (a) Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information;
- (b) Provide agreements on the Student's behalf in the event of a medical emergency where it is not reasonably possible to contact the Parents.

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

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

26. Unless otherwise agreed in writing by the parties, this Agreement is considered to be written agreement 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

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

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

29. 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 14 or 15 of this Agreement or of the warranties contained in clause 21 of this Agreement;
 - (g) Failure to make payments invoiced according to the Fee Schedule; and
 - (h) Any other breach of this Agreement
30. Where appropriate, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers as stated in clause 28 of this Agreement, but nothing in this Agreement shall limit the power of the School to immediately terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.
31. 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.
32. Where appropriate, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule Two when exercising the power in clause 31 of this Agreement, but nothing in this Agreement shall limit the power of the School to take urgent action, including terminating this Agreement or sending the Student home, where it considers that it is necessary to do so.

General Matters

33. 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.
34. 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.
35. Notices given under this Agreement must be in writing and given to the email addresses set out in the Application Form. Those notices will be considered to have been received twenty-four (24) hours after it has been sent.

36. 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.
37. The School shall at all times comply with the Health and Safety at Work Act 2015.
38. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
39. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
40. 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.
41. The parties agree that any dispute in relation to this Agreement will be resolved in line with the Code and the School Policies.

PARENTS / LEGAL GUARDIANS DECLARATION AND AUTHORISATION

This is an important legal document, please read all clauses carefully. By signing this Contract you:

- declare that the information contained within them is true and complete
- understand that any false or incomplete information submitted in support of your application may invalidate it and may result in the withdrawal of an Offer of Place
- agree that you have received sufficient information to make an informed decision about enrolment at Rosmini College
- confirm that where the Student is under 10 years of age, the Student will live with a parent or legal guardian in New Zealand while enrolled at a school unless they are accommodated in a school hostel.

The Contract of Enrolment includes provisions that:

- allow Rosmini College 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;
- control and limit the Student's rights of refund when enrolment ends early
- 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
- continue to apply to the Student after they turn 18; and
- provide consent for the School to permit certain activities without further consent from the Parents.
- The signatures below confirm that you have read and understood the entire Contract of Enrolment. You agree that the Terms and Conditions, Code of Conduct, Disciplinary Policy, and Refund Policy, are all hereby incorporated into and form an integral part of this Contract, and you agree to be bound by it in all respects.

SIGNING

Parents

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

Name(s): _____

Signature(s): _____

Date: _____

School

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

Name: _____

Signature: _____

Date: _____

Code of Conduct

(Schedule One)

In line with our school values, it is expected that all International students will:

- Abide by and not violate the laws of New Zealand.
- Abide by the school rules and the homestay programme.
- Not own or drive a car or motorcycle.
- Study to the best of their ability, and to participate in sport and/or other school activities where possible.
- Wear the school uniform correctly at school and to and from school.
- Attend all scheduled classes unless sick.
- Be on time for classes, and arrive with correct equipment ready to learn.
- Only use approved electronic devices in class for school work.
- Each student will behave in a way which upholds or enhances the dignity and learning opportunities of others. Respect for self and respect for others are the basic guidelines emphasised within the college
- Students are encouraged to be supportive of the learning of other students.
- Respect for others includes: their good name, their feelings, their way of doing things, their property, their beliefs and cultures, their learning
- Respect for yourself includes: wearing the correct school uniform, acting with dignity, being engaged in your learning, being open to advice, keeping your commitments, being positively involved in the life of the school
- Respect for the physical environment, buildings and grounds of the college
- All students are expected to care for the environment in which they learn and live as a school community.
- Respect for the college name - when wearing school uniform, students are ambassadors of the school and are expected to behave in a way that upholds or enhances the college name.

General Rules




- We do not tolerate bullying or discrimination of any kind.
- All drugs including alcohol and cigarettes are prohibited. All smoking materials are prohibited
- Dangerous or undesirable materials such as knives or explosives are prohibited

Respect in Action

- Refer to Respect in Action table overpage.

Respect in Action

Treat others as you want them to treat you (Matthew 7:12)

	RESPECT FOR SELF & RELATIONSHIPS 	RESPECT FOR LEARNING 	RESPECT FOR ENVIRONMENT 
CLASSROOMS & EVERYWHERE ALL THE TIME	<p>Be polite to all, and treat others fairly</p> <p>Be thoughtful of others, their space and property</p> <p>Communicate in a positive way, using kind words</p> <p>Value the mana (dignity) of each person and their uniqueness</p> <p>Help each other learn</p> <p>Be an active listener</p> <p>Celebrate success</p>	<p>Work together and share ideas</p> <p>Take responsibility for your own learning</p> <p>Value everyone's contribution, and help others reach their potential</p> <p>Include others</p> <p>Allow others to learn</p> <p>Contribute positively</p> <p>Use your own words in written work and cite sources</p>	<p>Reduce, reuse recycle</p> <p>Be responsible for the environment</p> <p>If you see rubbish, pick it up and place in the appropriate bin</p> <p>Leave spaces ready for the next learners</p>
ONLINE & MOBILE	<p>Respect my own, and other people's privacy</p> <p>Share with care. THINK. Is it: T <i>Is it True?</i> H <i>Is it Helpful?</i> I <i>Is it Inspiring?</i> N <i>Is it Necessary?</i> K <i>Is it Kind?</i></p>	<p>Come prepared with a charged device for learning</p> <p>Use your own images or those labelled for reuse</p> <p>No cell phone use during school hours</p> <p>Use devices appropriately and only for learning relevant to the classroom</p>	<p>Communicate in positive and meaningful ways</p> <p>Only print if you really need to</p> <p>Be considerate of school wi-fi usage</p>

Disciplinary Policy

(Schedule Two)

1. The following is the School's current disciplinary procedure for dealing with breaches of the Agreement. This is not intended to restrict the School's general power of discipline and this procedure 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 try, where appropriate, to follow a two-stage disciplinary process.
3. In Stage One, the School will follow the Concerns and Complaints Policy and Procedure, which includes investigating and determining the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.
4. In Stage Two, if the School has decided that a breach has occurred, the School will consider the appropriate response to that breach, up to and including termination of the Agreement.
5. The Student will have an opportunity to provide a response to the alleged breach that the School is investigating (the Allegation) and any proposed disciplinary action that the School is considering taking (the Proposed Action).
6. This policy does not limit the School's power to take appropriate disciplinary action urgently and without following this process if this is necessary keeping in mind the seriousness of the breach. If urgent disciplinary action is required, the Student may be stood down or suspended while the investigation is underway.
7. This policy also does not limit the School's power to suspend the Student for the duration of the disciplinary process where suspension is considered necessary for the safety or education of any person.

Disciplinary Procedure

Stage One: Incident Investigation

8. 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 response, the School will follow the Concerns and Complaints Policy and Concerns and Complaints Procedure. The School will notify the Student of the Allegation and will provide the Student with an opportunity to give a response.
9. Where appropriate, keeping in mind the seriousness of the Allegation, the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the Allegation.
10. When the School makes a decision about the Allegation it will inform the Student and parent, in writing if possible, about its conclusion as to what happened and whether it amounts to a breach of the Agreement.

Stage Two: Outcome Discussion

11. If the School decides that a breach of the Agreement has occurred, it will inform the Student and parent of the possible disciplinary actions that it will consider taking in response to the breach and will provide the Student and parents with an opportunity to give a response.
12. Where appropriate, keeping in mind the seriousness of the breach, the Student and parent will have the opportunity to seek advice and respond either in person or in writing or both, at the choice of the student. The School will receive this response and give it genuine consideration before making a decision about the disciplinary action to be taken.
13. When the School makes a decision about the disciplinary action that it will take in response to the breach it will inform the Student and parents of its decision, in writing. The disciplinary action will not take effect, and no actions will be taken to put it into place, until the Student and parents have been informed of the decision.

Refund Policy

(Schedule Three)

Request for a refund of international student fees

1. The School will consider requests for a refund of international student fees. Requests must be made in writing to the School by completing the Official School Refund Request Form as soon as possible, and no later than five (5) working days after the circumstances leading to the request. This form must be signed by the parents or legal guardians to confirm the bank account details and the authorized recipient of the funds. The date of receipt of this written request will be used to determine any applicable notice periods or eligible refund amounts.
2. A request for a refund should provide the following information to the School:
 - a. The name of the student
 - b. The circumstances of the request
 - c. The amount of refund requested
 - d. The name of the person requesting the refund
 - e. The name of the person who paid the fees
 - f. The bank account details to receive any eligible refund
 - g. Any relevant supporting documentation such as receipts or invoice.

Non-refundable fees

3. The School is unable to refund some fees. The following fees relate to expenses that the School may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:
 - a. **Administration Fee:** Administration fees meet the cost of processing an international student application. Administration fees 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 the Student. Students and families may apply directly to an insurance company for a refund of premiums paid.
 - c. **Homestay Placement Fee:** Homestay placement fees meet the cost of processing a request for homestay accommodation by the Student. Costs incurred for arranging homestay accommodation for the Student before the refund request, cannot be refunded.
 - d. **Used Homestay Fees:** Homestay fees paid for time the Student has already spent in a homestay cannot be refunded. Used homestay fees may also include a notice period of two weeks.

Notice Period: Once a homestay placement is confirmed, a **two-week notice requirement** applies to any cancellation or withdrawal.

Request for a refund for Visa Failure, Medical, and Immigration Status

4.
 - a. **Failure to Obtain a Study Visa or Pre-Enrolment Medical Withdrawal:** If the Student fails to obtain an appropriate study visa, or withdraws prior to the commencement of their enrolment due to significant medical or travel conditions, a refund of tuition fees will be provided. This refund is subject to the deduction of an administration fee, homestay arrangement fee, and insurance fee.
 - b. **Change in Immigration Status:** Once the course has commenced, no refunds will be issued in the event of a change in the applicant's immigration status. This remains the case even if the visa status of the student's parents or guardians changes during the enrolment period.

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

5. If the School fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the School will negotiate with the Student or their family to either:
 - a. Refund the unused portion of international student tuition fees or other fees paid for services not delivered or
 - b. Transfer the amount of any eligible refund to another provider or
 - c. Make other arrangements agreed to by the student or their family and the school.

Where the Student's enrolment is ended by the School

6. In the event the Student's enrolment is ended by the School for a breach of the Contract of Enrolment, no refund will be

issued for the period in which the student has been enrolled.

Where the Student changes to a domestic student during the period of enrolment

7. If a student changes to domestic status after the start date of their enrollment, no refund will be issued for the period in which the student was enrolled as an international student. A one-year notice period (**during which international tuition fees continue to apply**) is required from the date the school receives written notice and confirmation of the relevant visa granted to the student's parents. Therefore, it is crucial to inform us if your parents intend to apply for a work visa or resident visa or if you have any opportunity to become a domestic student through other means.

No Refund for Change of Intent

8. Except as provided in Clause 9 regarding homestay fees, once full payment has been made, no refunds will be provided for the current period of enrolment. This policy applies to any change of intent, including withdrawals due to personal lifestyle changes, a desire to transfer to another school, or a change in personal preference, even if the student chooses to withdraw before the end of the enrolled period. However, the School will consider requests for a pro-rata refund in exceptional or compassionate circumstances, such as serious illness or family bereavement, at the School's discretion.

Request for a refund of homestay fees

9. Should the Student withdraw after full payment has been made, unused homestay fees will be refunded, minus any applicable non-refundable fees. The Student must provide a minimum of two weeks' notice; failure to give this notice will result in the Student being charged for the two-week notice period.
10. Where a student moves from a school homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this procedure.

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

11. Except by written request from parents, prepaid fees unused at the end of enrolment amounting to less than NZD\$500.00 may be refunded directly to the student, [Name of Student], in cash or via electronic transfer. Sums of NZD\$500.00 or greater, or any refund requested to be paid to an Education Agent, will only be paid into a bank account nominated by the parents/legal guardians in the Official Refund Request Form.

Outstanding activity fees or other fees owed to the School

12. 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

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

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

14. A decision by the School relating to a request for a refund of international student fees will be provided to the Student or their parent or legal guardian in writing and will set out the following information:
- Factors considered when making the refund decision
 - The total amount to be refunded
 - Details of non-refundable fees
15. Parents/Legal Guardians must review and become familiar with this Refund Policy before the enrolment contract is signed. A decision by the School relating to a refund will be provided in writing. While the School's internal decision is documented, families have the right to an external review. If you are dissatisfied with the outcome or the process followed, you may contact **Study Complaints | Ngā Amuamu Tauira** (the appointed Dispute Resolution Scheme) at **www.studycomplaints.org.nz** or call **0800 00 66 75**. You also have the right to make a complaint to the Code Administrator (NZQA).