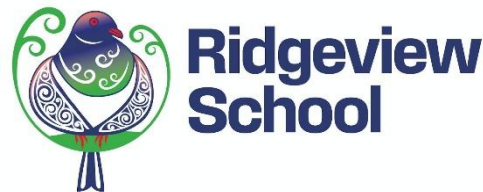


INTERNATIONAL STUDENT ENROLMENT CONTRACT



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

Terms and Conditions:

Definitions

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

Accommodation/Homestay the school will not be responsible for organizing homestay for students and parents.

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.

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 29 or 31 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 begins on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents 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 and 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.

Initialed by: _____ (parent) _____ (student)

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

Accommodation

8. The Parents agree that where the Student is under the age of 11 years at any time during the Period of Enrolment, the Student will live with one or both Parents at all times while aged under 11 years.
9. The Parents agree that no changes to accommodation arrangements will be made without the prior written agreement of the School.
10. The Parents agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place.

Immigration and Insurance

11. The Parents 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 understand that the School has an obligation to report any breaches of the visa requirements to the appropriate immigration authority.
12. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
13. 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 Parents or may refuse to allow the student to attend classes until appropriate evidence of insurance is provided.
14. 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) agree that where the school arranges the insurance, the Parents have disclosed all medical conditions that may affect insurance cover, and
 - (b) accept all exclusions that apply to the insurance cover.
15. The Parents agree to cover any costs for the Student that are excluded by the Student's travel insurance policy and that are not 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.

Fees

16. The Fee must be paid to the School in advance of each Period of Enrolment or as otherwise directed by the School. The Parents agree to comply with School policies regarding the payment of the Fee.
17. 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 contained in Schedule Three, as updated by the School from time to time.

Information, Warranties and Acknowledgements

18. 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 Parent/s 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.
19. The Parents confirm that:
- (a) The Student does not suffer from any medical condition or behavioural condition (including mental health conditions and allergies) that may negatively impact on the health, safety or education of the Student or any other student at the School, except as disclosed in writing in the Application Form;
 - (b) The Student does not have any medical or other special needs that require extra support, except as disclosed in writing in the Application Form;
 - (c) All information in the Application Form is true and correct to the best of their knowledge and belief.
20. The Parents 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 authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.
 - (b) If the Parents fail to provide any information requested in relation 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) All personal information provided to the School is collected and will be held by the School.
 - (f) The Student and Parents have the right under the Privacy Act 2020 to obtain access to and request corrections of any personal information held by the School concerning them.
 - (g) Under the Privacy Act 2020, any information collected may be provided to education authorities.

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

21. The Parents, 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.
22. The School shall seek specific written agreement of the Parents in accordance with School policies and procedures before the Student participates in any activity either organised by the School or by another party on behalf of the School.

Conduct, Welfare, Discipline and Termination

23. 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, without limitation, compliance with the Code of Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.
24. 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) notify Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.
25. Without limitation, 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 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 15 or 16 of this Agreement or of the warranties contained in clause 22 of this Agreement;
- (g) Failure to make payments according to the Fee Schedule; and
- (h) Any other breach of this Agreement

26. Where appropriate, the School will follow the process set out in the Investigation Policy in this Agreement as Schedule Two when exercising its disciplinary powers as stated in clause 30 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.
27. 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.
28. 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 33 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

29. 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.
30. 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.
31. 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.
32. 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 12 hours after it has been sent.
33. This Agreement contains the entire understanding between the parties. The terms of the Agreement may be changed by the School in consultation with the Parents, except where such change is required by New Zealand legislation or the Code. This Agreement

shall continue in force during the Period of Enrolment with the School.

34. The School shall at all times comply with the Health and Safety at Work Act 2015.
35. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
36. The parties acknowledge that before signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.

37. 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.

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

PARENTS' 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 expulsion 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; and
- (iv) that provides agreement 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 Agreement you:

1. Confirm that all of the information in the Application Form is true and complete.
2. Confirm that the Student will live with a Parent in New Zealand while enrolled at the School.

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: _____