

# INTERNATIONAL STUDENT RIDGEVIEW SCHOOL 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.

Application Form.

## 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

**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.

Initialled by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

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 parents 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 in accordance with the Code.
9. 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

10. The Parents agree that where the Student is under the age of 10 years at any time during the Period of Enrolment, the Student will live with one or both Parents at all times while aged under 10 years unless the Student is accommodated in a School Hostel. For the avoidance of doubt, students aged 10 years and over may live with a Residential Caregiver.
11. The Parents agree that no changes to accommodation arrangements will be made without the prior written agreement of the School.
12. 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 and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.
13. For Students not living with the Parents, 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

14. 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.
15. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
16. 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.

17. 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.
18. 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

19. 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.
20. 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

21. 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.
22. 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.
23. 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

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

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

24. 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.

25. Where the Student lives with the Parents, 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.

26. Where the Student is in the care of a Residential Caregiver, the

School shall seek specific written agreement of the Parents before the Student participates in any activity either organised by the School or by another party which are considered to be adventure activities or extreme sports or are activities that are organised by the School and require the Student to stay away from their regular accommodation overnight.

27. Where the Student is in the care of a Residential Caregiver, except in the circumstances described in clause 26, 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.

28. Where the Student is in the care of a Residential Caregiver, 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

29. 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.

30. 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.

31. 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 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 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

Initialled by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

32. 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.
33. 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.
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 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**
35. 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. The School shall at all times comply with the Health and Safety at Work Act 2015.
41. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
42. The parties acknowledge that before signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
43. 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.
44. The parties agree that any dispute in relation to this Agreement will be resolved in line with the Code and the School Policies.

## Refund Policy

### 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. **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 administration 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 for short term contracts less than 10 weeks (one term):

5. Where the Student is enrolled for four weeks or more and withdraws early, either before or after the start date of enrolment, there will be no refund of tuition fees or other relevant non-refundable fees, This clause is waived where the applicant fails to obtain an appropriate visa and can provide evidence of this.

### Requests for a refund for voluntary withdrawal from enrolment of more than one term:

6. 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.
7. If the Student voluntarily withdraws **less than 21 days before the start date of enrolment**, other than where they have failed to obtain an appropriate visa and have provided evidence of this, a refund will be provided less a minimum of 10 weeks' tuition fees and any other relevant non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.
8. If a Student voluntarily withdraws after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. The notice period will begin the day after the School receives written notice of the Student's intention to withdraw from enrolment and the student may continue to attend school during the notice period.

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

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

9. 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.
10. 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), but where 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**

11. 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**

12. If a Student changes to a domestic student after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. The notice period will begin the day after the School receives written notice that the Student has obtained a visa permitting them to change to domestic-student status.

**Where a Student voluntarily requests to transfer to another signatory**

13. 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. The notice period will begin the day after the School receives written notice that the Student requests to transfer to another signatory.

Initialed by: \_\_\_\_\_(parent) \_\_\_\_\_(student)

## 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 where the Students is under 10 years of age, the Student will live with a Parent in New Zealand while enrolled at the School unless they are accommodated in a School Hostel.

### 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: \_\_\_\_\_