



# MOUNT ROSKILL GRAMMAR SCHOOL

Frost Rd, Mount Roskill, Auckland 1041 P: +64 (09) 621 0050 [www.mrgs.school.nz](http://www.mrgs.school.nz)

## INTERNATIONAL STUDENT APPLICATION FORM

**PART ONE:** It is important that you include all relevant information about the student in your application. This information is used to ensure that the student is supported properly upon arrival and to match them with suitable homestays, teachers and courses. Disclosure of information relating to health issues or learning needs, will not automatically disqualify the Student from Enrolment.

**Failure to disclose information or providing misleading information may result in the withdrawal of an Offer or termination of Contract.**

### STUDENT DETAILS (Name must be as it appears on your passport)

Family name:	First names:		
Preferred name:	Date of Birth	<input type="checkbox"/> Female	<input type="checkbox"/> Male
		<input type="checkbox"/>	
Country of citizenship	First language:		
Address			
Email			
Passport number:	Expiry date:		
Intended start date:	Intended end date:		
Applying for year level: <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13			

**NOTE:** To comply with the New Zealand regulations to maintain effective communication with parents or legal guardians, contact information provided in this section **MUST** be the correct current contact information for the parents or legal guardian.

### Mother or Legal Guardian 1:

### Father or Legal Guardian 2:

Family name:	Family name:
First name	First name
Date of Birth	Date of Birth
Address	Address
Address	Address
Home Phone:	Home Phone:
Mobile:	Mobile:
Email:	Email:
First language:	First language:
Country of citizenship:	Country of citizenship:
Passport number & expiry:	Passport number & expiry:

### Emergency Contact in home country(not parents)

### Emergency Contact in NZ (if any)

Contact's name:	Contact's name:
Relationship to student:	Relationship to student:
Mobile phone:	Mobile phone:
Home phone:	Home phone:
Email address:	Email address:

**Agent Information (If using an agent)**

Agency name:

Phone:

Agent name:

Email:

**Medical Information**

Name of doctor (in home country):

Phone:

Does the student have any history of previous illness that may affect their enrolment, including mental illness?

☐ No ☐ Yes If 'Yes' please provide details

Please tick the appropriate box if you suffer from or have suffered from any of the following medical conditions:

- |   |   |  |   |  |
|---|---|--|---|--|
| <input type="checkbox"/> Asthma             | <input type="checkbox"/> Back/Neck problems       | <input type="checkbox"/> Glandular Fever     | <input type="checkbox"/> Allergy to bee/wasp stings | <input type="checkbox"/> Migraines       |
| <input type="checkbox"/> HIV or Aids        | <input type="checkbox"/> Diabetes                 | <input type="checkbox"/> Hepatitis A, B or C | <input type="checkbox"/> Food allergies             | <input type="checkbox"/> Heart Condition |
| <input type="checkbox"/> Tuberculosis       | <input type="checkbox"/> ADD or ADHD              | <input type="checkbox"/> Epilepsy            | <input type="checkbox"/> Other Allergies            | <input type="checkbox"/> Eating Disorder |
| <input type="checkbox"/> Depression/Anxiety | <input type="checkbox"/> Other: (Please describe) |  |   |  |

Does the student have any medical implants that may affect receiving medical treatment while in New Zealand?

☐ No ☐ Yes If 'Yes' please provide details

Is the student currently on any medication?

☐ No ☐ Yes If 'Yes' please provide details**Note: If you suffer from conditions requiring medication, it is advisable to bring your own medication to NZ. You will be required to notify the school regarding any medications that you bring with you.**Does the student smoke? ☐ No ☐ Yes If 'Yes' please provide details

Is there anything further that the school needs to be aware of in enrolling and supporting the student?

☐ No ☐ Yes If 'Yes' please provide details

Do you consent to the school providing over-the-counter medication such as paracetamol or ibuprofen?

☐ Yes ☐ No If 'No' please specify what medications you **do not** want the Student to receive:**Learning Information**

How many years of schooling not including pre-school education has the student had?

Does the student have gaps in their learning (absence from school for &gt;1month)? Yes / No

Please provide with this application:

1. a copy of the latest two school reports for the student
2. A handwritten letter from the student introducing themselves and explaining why they want to study at MRGS
3. A letter explaining why the student is not currently in school or has gaps in learning.

Does the student have learning or behavioural difficulties which may require extra school support or services?☐ No ☐ Yes If 'Yes' please provide details including psychologist assessments**Subject Choices****Note:** Subject choices are an indication only. Actual subjects depend on availability and before learning. The school reserves the right to decide subject placement and year level throughout enrolment in consultation with students and families.**SUCCESSFUL LEARNERS****ACTIVE CITIZENS**



# MOUNT ROSKILL GRAMMAR SCHOOL

## General Details

Has the student previously applied for entry to the school?

☐ Yes

☐ No

If yes, when?

Has the student ever had a family member or relative enrolled at the school?

☐ Yes

☐ No

Name:

Year attended:

Has the student previously studied at any other NZ school?

☐ Yes

☐ No

If yes, please state the name of the school:

Dates:

How many years has the student studied English?

[ ] Months

[ ] Years

Do the student's parents speak or read English?

Speak ☐ Yes

☐ No

Read

☐ Yes

☐ No

Has the student been convicted or been the subject of any matter before any Court?

☐ Yes

☐ No

If 'Yes' please provide details

## Accommodation Requirements

Accommodation choice: ☐ Homestay ☐ Designated caregiver (relative or family friend) ☐ Live with parent

Interests:

Does the student have any food allergies or special dietary requirements?

☐ No

☐ Yes

If 'Yes' please provide details

Does the student have any other special accommodation requirements? (Pets, cultural or religious requirements, phobias)

☐ No

☐ Yes

If 'Yes' please provide details

***Please write a brief letter introducing yourself to your host family and attach it to this application***

## Designated Caregiver Details (If staying with a relative or close family friend)

Name of caregiver:

Relationship to student:

Address (in NZ):

Home phone:

Mobile:

Email:

***Students must live with an approved caregiver. Flatting alone is not acceptable.***

## Insurance Details

Do you wish to purchase insurance through the school?

☐ Yes

☐ No

*If you wish to purchase your insurance through the school, please complete the medical information section on this form fully and accurately to ensure appropriate coverage of any pre-existing conditions for the student.*

If you are providing your own insurance, please provide an English copy of the policy details to the school once purchased


**SUCCESSFUL LEARNERS**

**ACTIVE CITIZENS**



# MOUNT ROSKILL GRAMMAR SCHOOL

## Checklist of documents and Information you must include with your application

	Photograph of the student	Passport size photograph  
	A copy of the student's last two school reports	
	A hand-written letter from the student introducing themselves, and explaining their reasons for wanting to study at the school	
	A copy of the student's passport including passport number and expiry date	
	A copy of the student's insurance policy details, if booking their own, with English translation (this may be submitted after enrolment is confirmed but must be before to departure from the home country)	
	A copy of the student's vaccination certificate	

## Checklist of contracts for signing and attaching to the enrolment form

	Tuition contract
	Code of Conduct (Schedule 1)
	Discipline policy (Schedule 2)
	Refund Policy (Schedule 3)
	Residential Accommodation Contract (either Homestay or Designated Caregiver)

**SUCCESSFUL LEARNERS**

**ACTIVE CITIZENS**



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## TUITION CONTRACT

### 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 READ CAREFULLY.

### Terms and Conditions:

#### Definitions

- 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, the Parents, which governs the Student's accommodation arrangements.

**Act** means the Education Act 1989.

**Agreement** means this Agreement including any schedules.

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

**Code** means the Education (Pastoral Care of International Students) Code of Practice 2016.

**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 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.

**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 people agree or the School terminates the Agreement according to clause 28 or 30 of the Agreement.

#### Preliminary Provisions

- The Agreement is declared to be an Enrolment Contract in terms of section 2 of the Act.
- 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

- Unless otherwise agreed in writing between the people, 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 people 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/Legal Guardians and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
- 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 in respect of the renewed term.
- 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 at the Student's departure and resume when they return to New Zealand.
- This Agreement is considered to be written consent from the Parent or Legal Guardian 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.
- 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 or Legal Guardian as part of a transfer of care arrangement during enrolment in line with the Code.

9. During the Period of Enrolment the Student must keep the School reasonably informed of his or her 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 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 people.
12. The Parents 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. 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.
16. The Parents agree they have read the details of the Student's travel insurance policy and any other relevant information provided by the insurer from time to time and accepts:
  - (a) all exclusions that apply to the insurance policy and
  - (b) where the school arranges insurance on behalf of the Parents, the Parents have disclosed all medical conditions that may affect insurance cover.
17. The Parents agree to cover any costs for the Student that are excluded by the Student's travel insurance policy and not otherwise covered by publicly funded medical services in New Zealand. To avoid 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

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, according to the Act and the Code, 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

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 pay for extra requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents and Legal Guardians must notify the School in respect 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 in writing in the Application Form;
- (b) The Student does not have any medical or other special needs that require more support, except as disclosed in writing on the Application Form;
- (c) The Student has never been charged with or convicted of any crime, or 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 held by the School 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 1993 to obtain access to and request corrections of any personal information held by the School concerning them.



- (h) Under the Privacy Act 1993, 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) Photographs and videos of the Student, including social media posts by school staff, may be used for the Student's records and in any publicity material for the School unless otherwise agreed in writing by the people.

## 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 consents 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 consent of the Parents before the Student, being a student of any age, participates in any activity either organised by the School or by another party which 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.
25. Except in the circumstances described in clause 24, this agreement is considered to be written consent of the Parents for any activity organised and/or supervised by the School, including trips/physical activities, regardless of whether consent is sought from domestic students in relation to the same activity.
26. Unless otherwise agreed in writing by the people, this Agreement is considered to be written consent for leisure travel or stays organised and supervised by the Student's Homestay or 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 scheduled school days.

## Conduct, 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 Code of Student Conduct in this Agreement as 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 step 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.
29. The following actions are considered breaches of this Agreement and call for 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 Code of Student Conduct by the Student;
  - (c) Any breach of the Accommodation 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 according to the Fee Schedule;
- (h) Any other breach of this Agreement

30. Where appropriate, the School will follow the process set out in the Disciplinary Policy in this Agreement as Schedule Two when exercising its disciplinary powers according to 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.

## General Matters

31. 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.
32. This Agreement shall be construed and take effect in line with 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 1908 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.
33. Notices given under this Agreement must be in writing and given to the addresses in the Application Form. Those notices will be considered to have been received ten (10) days after posting.
34. Notices may also be given by 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.
35. This Agreement contains the entire understanding of the people and overrides any before promises, representations, understandings or agreements. The terms of the Agreement may 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.
36. The School shall at all times comply with the Health and Safety at Work Act 2015.
37. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
38. The people acknowledge that before signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.
39. 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.
40. The people agree that any dispute in relation to this Agreement will be resolved in line with the Code and the School Policies.

## 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 Contract of Enrolment includes provisions that:

- (i) allow the School to discipline the Student, including by expulsion
- (ii) control and limit the Student's rights of refund when Enrolment ends early
- (iii) require the Parents to make full disclosure of all relevant information and
- (iv) provide agreement to 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 confirm that all of the information in the application form is true and complete.**

### Parents/Legal Guardians

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): \_\_\_\_\_

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: \_\_\_\_\_

### Student

By signing below, the Student confirms they have read and understood the Agreement and agrees to abide by the Code, School Policies and the Agreement: (please also initial each page of the Agreement, including the schedules)

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





# **MOUNT ROSKILL GRAMMAR SCHOOL**

## **Code of Conduct**

(Schedule One)

The purpose of the School rules is to make Mount Roskill Grammar School a civilised, pleasant and safe place to attend.

### **ATTENDANCE / LEAVE**

1. Attendance at school is compulsory unless a student is unable to attend because of sickness or sudden and serious illness of a parent.
2. Leave is granted for students going to a doctor or a dentist, but they must bring a note or appointment card by 8.30am on the morning of the appointment and obtain a leave pass from the Attendance Officer.
3. Students are required to bring a note from home on their first day back when they have been absent from school and give it to the Attendance Office.
4. Requests for leave (especially for overseas travel) for other than doctor/dentist appointments should be in writing to the school well in advance of the event.
5. Students are required to be punctual and at school, in their first class by 9am. If late, students must go to the Dean Centre. They will be expected to make up time.
6. Parents will be informed when students are absent or persistently late.

### **SMOKING, ALCOHOL, DRUGS, OFFENSIVE WEAPONS, THEFT, FIGHTING, BULLYING AND VIOLENCE**

Students are NOT to be involved with cigarettes, alcohol, drugs or offensive weapons at school or on the way to and from school or at any function held under the control of Mount Roskill Grammar School. Mount Roskill Grammar School is a safe school where physical violence, verbal aggression, theft and any form of bullying or harassment are not acceptable. Involvement in these matters will be viewed as a serious offence.

### **GENERAL RULES**

7. The School is committed to a non-racist, non-sexist, non-bullying policy. Students are under the School's authority from the time they leave home until they return.
8. No responsibility can be taken for lost property, but considerable effort will be made if clothing and equipment are named.
9. No school-age or personal friends of students may be on the School grounds except with the written permission of one of the Senior Staff.
10. Offensive language is viewed seriously by the School.
11. Damage (eg. broken window) must be reported to one of the Senior Staff. Students must be prepared to pay for damage caused.
12. Students who drive cars must follow NZ driving laws, hold a current driving licence, have at least 3<sup>rd</sup> party insurance and be on the register held by the school.
13. Students are expected to wear the School uniform correctly at all times.



# MOUNT ROSKILL GRAMMAR SCHOOL

## Disciplinary Policy

(Schedule Two)

1. The following is the School's current disciplinary policy for dealing with breaches of the Agreement. This is not intended to restrict the School's general power of discipline. This policy may be changed at the School's discretion.

### Overview

2. Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not call for 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 investigate and decide 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 having regard to the seriousness of the breach.
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.

### General Policy

When the School is conducting a disciplinary process involving the Student it will aim to provide the Student with:

- (a) a written summary of the Allegation or the Proposed Action;
- (b) an opportunity to respond to the Allegation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
- (c) an opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Allegation 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 Allegation or Proposed Action;
- (e) an opportunity to have an independent support person of his or her choice present at any meeting relating to the disciplinary process;
- (f) an opportunity to meet with that support person in private at any stage during the disciplinary process;
- (g) an opportunity to have a translator present (or otherwise enable the student participating in the 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 disciplinary process.

### 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 call for a disciplinary response, the School will notify the Student of the Allegation and will provide the Student with an opportunity to give a response.
9. Where appropriate, having regard to 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, having regard to the seriousness of the breach, 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 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 if possible. 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.



# MOUNT ROSKILL GRAMMAR SCHOOL

## Refund Policy

(Schedule Three)

- 1. The School will consider all requests for a refund of international student fees.**
- 2. A request for a refund should be made in writing to the school providing all relevant information** (including student details, the circumstances of the request, the amount requested, the name of the person requested the fees, the nominated bank details and any relevant supporting documents). **This should be sent as soon as possible after the circumstances leading to a request. A refund form is available.**
- 3. Non-refundable fees**

The School is unable to refund some fees. These relate to expenses the School may have paid or will incur as a result of receiving an application for enrolment that cannot be refunded. Fees include the Administration Fee, Insurance premiums paid, Homestay Placement Fee, Used Homestay Fees (including a 2 week notice period) and a portion of Unused Tuition Fees that have been incurred or committed by the School (these may vary and relate to the costs incurred or committed).
- 4. Request for a refund for failure to obtain a study visa or for reasons relating to Covid-19**
  - a) If the Student fails to obtain an appropriate study visa, a refund of international student tuition fees will be provided less any Administration Fee that has been paid.
  - b) If the Student withdraws before the start of their enrolment, owing to medical or travel conditions due to Covid-19, the school will provide a full refund of fees.
- 5. Requests for a refund for voluntary withdrawal from enrolment - Withdrawal before enrolment**
  - a) If the Student voluntarily withdraws more than three weeks before the start date of their enrolment, a refund of international student fees will be provided less any relevant non-refundable fees set out in this policy.
  - b) If the Student voluntarily withdraws 3 weeks or less before their start date, a refund of international student fees will be provided less a minimum of ten weeks tuition fees and any relevant non-refundable fees set out in this policy.
- 6. Requests for a refund for voluntary withdrawal from enrolment - Withdrawal after enrolment**

If the Student withdraws on or after the start date of their enrolment, reasonable written notice of withdrawal is required by the school. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fees and any other relevant non-refundable fees as outlined in this policy. The minimum ten week notice period will begin the day after the date on which the school receives written notice of the student's intention to withdraw.
- 7. Requests for a refund for enrolment of one term or less**

Where the Student is enrolled for one term or less and withdraws early, or where the school terminates the Student's enrolment, any unused portion of international student fees will not be refunded.
- 8. If the request is made because the School fails to provide a course, or ceases to be a signatory**

The School will negotiate with the Student or their family to either:

  - a) Refund the unused portion of 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.
- 9. Where the Student's enrolment is ended by the School**

In the event the Student's enrolment is ended by the School for a breach of the Contract of Enrolment, the School is not required to make a refund. The Board will consider a written request for a refund less; any other relevant non-refundable fees as outlined in this policy; a minimum of ten weeks tuition fee and any other reasonable costs the school has incurred in ending the student's enrolment.
- 10. Where the Student changes to domestic status during the period of enrolment**

Documentation of residency must be provided. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as stated in this policy. The ten weeks begins the day after the school receives written evidence of the change in status.
- 11. Requests for a refund where a student voluntarily requests to transfer to another signatory**

If the Student requests to transfer to another signatory after the start date of their enrolment. See Section 6.
- 12. Request for a refund of homestay fees if a student withdraws after they have started their stay**

Any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
- 13. Request for a refund of homestay fees if a student moves from a school homestay to a designated carer**

Any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
- 14. Requests for a refund of fees unused at the end of enrolment**

Except by written request from the Student or their parent, prepaid fees unused at the end of enrolment amounting to less than NZD\$50 will be refunded in cash. Sums of NZD\$50 or greater will be refunded into a nominated bank account.
- 15. Outstanding activity fees or other fees owed to the School**

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.
- 16. Refunds to be made to the country of receipt**

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.
- 17. Rights of families after a decision regarding a refund request has been made by the School**

A decision by the School will be provided to the family in writing and will set out the factors considered when making the refund decision; the total amount to be refunded; and details of non-refundable fees
- 18. In the event the Student or their parent is dissatisfied with a refund decision made by the School or are dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the International Student Disputes Resolution Scheme or to make a complaint to the Code Administrator.**



# MOUNT ROSKILL GRAMMAR SCHOOL

## HOMESTAY AGREEMENT

### PART THREE:

PLEASE COMPLETE THE INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT ONLY IF THE STUDENT WILL BE LIVING IN A HOMESTAY WHILE ENROLLED AT THE SCHOOL.

#### Terms and Conditions:

1. For the purposes of this Agreement the following terms shall have the following meanings:  
  
**Accommodation** means the residential accommodation provided to the Student according to this Agreement.  
  
**Accommodation Requirements** means the rules and requirements of the Accommodation as set out in Schedule One.  
  
**Agreement** means this Accommodation Agreement between the Student, School, and Parents which governs the Student's Accommodation arrangements.  
  
**Application Form** means the standard enrolment application form.  
  
**Code** means the Education (Pastoral Care of International Students) Code of Practice 2016 as updated from time to time and available online at [www.legislation.govt.nz](http://www.legislation.govt.nz) under Education (Pastoral Care of International Students) Code of Practice 2016.  
  
**Contract of Enrolment** means the agreement between the Student, the School and the Parents which governs the Student's Tuition.  
  
**Homestay** has the meaning as set out in the Code.  
  
**Parents** means the Parents referred to in the Application Form.  
  
**Residential Caregiver** means the person responsible for the Student at the Accommodation.  
  
**Residential Caregiver Agreement** means an agreement between the School and the Residential Caregiver.  
  
**School** means the school referred to in the Contract of Enrolment.  
  
**Student** means the International Student residing at the Accommodation as referred to in the Application Form.  
  
**Tuition** means the education of the Student at the School.  
  
All other terms have the same meaning as in the Contract of Enrolment.
2. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to live at an Accommodation approved by the School using the process set out in the Code.
3. The Parents and Student agree to the following terms and conditions of the Accommodation:
  - (a) The School agrees that all information regarding the Residential Caregiver, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:
    - (i) To the Student, the Parents or Residential Caregiver (as the case may be);
    - (ii) To any professional consultant or such person where it is in the interests of the Student to provide the information;
    - (iii) According to any statutory or other legal duty.
  - (b) The Parents agree that if behaviours or conditions of the Student emerge after placement with a Residential Caregiver such that the Residential Caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement.
  - (c) The Parents or the Student have the right under the Privacy Act 1993 to request corrections of any personal information held by the School concerning them in relation to the Student's placement with a Residential Caregiver.
  - (d) Under the Privacy Act 1993, any information collected may be provided to education authorities.
  - (e) These terms and conditions may be changed by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.
4. If the Parents provide misleading information or fail to disclose information about the Student before 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.
5. 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 Residential Caregiver Agreement; and
  - (b) the School's usual requirements and policies in relation to the Accommodation.
6. 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.

7. Unless otherwise agreed in writing by the people, the Parents provide consent to the Student's Homestay or Residential Caregiver (where applicable) for the Student to undertake supervised leisure travel and overnight stays within New Zealand for a period of not more than seven days where the leisure travel or stay does not involve the Student participating in any adventure activities or extreme sports or result in the Student missing any scheduled school days.
8. The School will seek specific written consent from the Parents for leisure travel or overnight stays of more than seven days or results in the Student missing any scheduled school days.
9. The Student shall seek specific written consent from the School before the Student, being a Student of any age, participates in any activities while in the care of the Student's Homestay or Residential Caregiver (where applicable) which are considered to be adventure activities or extreme sports. The School shall only give such Consent where approved by the Parents in terms of the Contract of Enrolment.
10. 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.
11. 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) commencing 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 from 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 from 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 from the Accommodation.

### **Expectations**

12. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
13. 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 decided by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.
14. 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**

15. The Parents must pay all accommodation fees to the School in line with the School's fee schedule as defined in the applicable Contract of Enrolment.

### **Termination**

16. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
17. If the Student is suspended, expelled or excluded from the School, the people agree that this shall constitute a breach of the Accommodation Requirements and this Agreement may be terminated as a consequence.
18. Where this Agreement is terminated, fees may be refunded in line with School Policies.

### **General**

19. This Agreement shall be construed and take effect in line with 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 1908 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.
20. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be considered to have been received ten (10) days after posting. The People agree that email correspondence is a suitable means of communication and emails will be considered to have been received when acknowledged by the party or by return email.
21. This Agreement contains the entire understanding of the people and overrides any prior promises, representations, understandings or agreements.
22. The people acknowledge that before signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.

### **Disputes**

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





# **MOUNT ROSKILL GRAMMAR SCHOOL**

## **HOMESTAY AGREEMENT**

### **Accommodation Requirements**

(Schedule One)

#### **While living in a School approved Homestay, the Student agrees:**

1. To comply with all laws of New Zealand.
2. Not to engage in any social or leisure activities that may place them, other persons, in undue danger or risk of harm. This includes the Student putting themselves in a position which may give rise to suspicions or allegations of such activities.
3. To obtain written permission from Parents and the School before obtaining any tattoo, piercing or other bodily embellishments.
4. To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents, including, any policies of the School which apply.
5. To not use or do anything which may cause damage to the Accommodation, including applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.
6. To keep the Homestay parents informed of their whereabouts at all times.
7. To stay at the Homestay address daily and not to travel overnight outside of the town or city (as defined by the School) where the student is living without written permission of the School. This clause shall not prevent the Student travelling between the Homestay and the School.
8. To respect the privacy, values and property of the Homestay.

#### **SIGNING**

##### **Parents**

By signing below, we confirm we have read the Agreement and agree to be bound by it in all respects (initial each page):

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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: \_\_\_\_\_

##### **Student**

By signing below, the Student confirms he/she has read and understood the Agreement and agrees to abide by the Code, the School Policies and (to the extent applicable) the Agreement:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_





# MOUNT ROSKILL GRAMMAR SCHOOL

## DESIGNATED CAREGIVER AGREEMENT

### PART FOUR:

**PLEASE COMPLETE THE DESIGNATED CAREGIVER AGREEMENT ONLY IF THE STUDENT WILL BE LIVING WITH A DESIGNATED CAREGIVER WHILE ENROLLED AT THE SCHOOL.**

This is an agreement between the Parent/s, the Designated Caregiver and the School (the **Agreement**).

School Name: *Mount Roskill Grammar School* (the **School**)

Student's Name: \_\_\_\_\_ (the **Student**)

Mother's Name: \_\_\_\_\_ Father's Name: \_\_\_\_\_ (together the **Parents**, each a **Parent**)

Name of relative or close family friend: \_\_\_\_\_ (the **Designated Caregiver**)

Address: \_\_\_\_\_ (the **Residence**)

### AGREEMENTS

1. The Student and the Parents are people to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are considered to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver will provide residential care for the Student while enrolled as an international student at the School.
3. The School has provided, and the Designated Caregiver has read and understood, the sections of the Education (Pastoral Care of International Students) Code of Practice relevant to residential caregivers and the School's Information for Designated Caregivers and agrees to act as Designated Caregiver to the Student in line with these requirements.
4. The Designated Caregiver/s agree that the accommodation provided is caring, safe, positive, is a healthy environment, and supports the Student to achieve their academic goals.
5. The School agrees that all information regarding the Designated Caregiver relating to the Agreement will be kept confidential, except disclosure to the Student or their parents or their legal guardians, to any professional consultant or such person where it is in the interests of the Student to provide the information or according to any statutory or other legal duty.
6. Approval is required from the School before the Student's placement with the Designated Caregiver.
7. The Designated Caregiver agrees that approval is provided only after appropriate safety checks have been completed by the School in line with school policies.
8. The Designated Caregiver/s agree that all members of their household who are 18 years of age and over and eligible to be vaccinated against Covid-19, will be fully vaccinated before a student is placed in their care.
9. Failure by the Designated Caregiver/s to provide the evidence of Covid-19 vaccinations, may result in the School's approval of the Designated Caregiver/s being withheld or withdrawn.
10. Failure by the Designated Caregiver to provide the care required by the School and the Code may result in the school's approval of the Designated Caregiver being withdrawn.
11. The Designated Caregiver/s agree to support the Student to abide by all rules and expectations set by the School.
12. In the event the school withdraws its approval of the Designated Caregiver, the Agreement is terminated and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parents.
13. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the Designated Caregiver and this may include, regular visits to the Designated Caregiver and meetings with both the Student and the Designated Caregiver.
14. The Designated Caregiver will provide the School with fourteen days (14) days before any change in circumstances that may affect the Agreement. This includes any change of Residence or any change to the number of adults over eighteen (18) years of age living at the Residence.
15. The Parent/s agree that the School is not responsible for the Student's care while in the care of the Designated Caregiver.
16. The Student will treat the accommodation provided by the Designated Caregiver ("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.
17. The people agree that any dispute in relation to this Agreement will be resolved according to the Code and the school policies.
18. 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 or facsimile transmission.



## SIGNING

By signing this agreement the Student, the Parent/s and the Designated Caregiver declare that the Designated Caregiver is eligible to be a Designated Caregiver under the Code (being someone who is personally known to the Student and/or Parent(s) as a relative or close friend and meets the other requirements of the Act and the Code).

### PARENT/S:

By signing below, the Parent/s confirm that they have read the Agreement and agree to be bound by it in all respects: (please initial each page)

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### DESIGNATED CAREGIVER:

By signing below, the Designated Caregiver confirms they have read the Agreement and agrees to be bound by it in all respects:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### SCHOOL:

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_