



**Rangitoto  
College**

Please attach  
passport photo

## PART ONE:

*Note: 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. Where information is included relating to health issues or learning needs, disclosure of this information will not automatically disqualify the Student from Enrolment. However, failure to disclose information or providing misleading information may result in the withdrawal of an Offer of Place or termination of a Contract of Enrolment.*

| Student Details (Name must be as it appears on your passport)  |  |
|--|--|
| Family name:   |  |
| First name:  | Date of birth:   |
| Preferred name:  | <input type="checkbox"/> Female <input type="checkbox"/> Male  |
| Email address:   |  |
| Address: (In home country)   |  |
|  |  |
|  |  |
| First language:  | Country of citizenship:  |
| Passport number:   | Expiry date:   |
| Year level: <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13         | Start date: 20____(year) <input type="checkbox"/> Term 1 <input type="checkbox"/> Term 2 <input type="checkbox"/> Term 3 |
| Course length: <input type="checkbox"/> One term (three months) <input type="checkbox"/> Two terms (six months) <input type="checkbox"/> Four terms (one year) |  |
| Do you wish to be entered in external exams? <input type="checkbox"/> No <input type="checkbox"/> NCEA <input type="checkbox"/> International Baccalaureate    |  |

| Father's Details: (Name must be as it appears on your passport) |                         |        |
|---|-------------------------|--------|
| Title: Mr <input type="checkbox"/> Dr <input type="checkbox"/>  | Occupation:             |        |
| Family name:  | Date of Birth:          |        |
| First name:   |                         |        |
| Street Address  |                         |        |
| Home Phone:   | Mobile:                 | Email: |
| First language:   | Country of citizenship: |        |
| Passport number:  | Expiry date:            |        |

| Mother's Details: (Name must be as it appears on your passport)   |                         |        |
|---|-------------------------|--------|
| Title: Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Dr <input type="checkbox"/> | Occupation:             |        |
| Family name:  | Date of Birth:          |        |
| First name:   |                         |        |
| Street Address  |                         |        |
| Home Phone:   | Mobile:                 | Email: |
| First language:   | Country of citizenship: |        |
| Passport number:  | Expiry date:            |        |

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

|   |                          |
|---|--------------------------|
| <b>Emergency Contact</b> (in home country, other than parents): |                          |
| Contact's name:   |                          |
| Mobile phone:   | Relationship to student: |
| Home phone:   |                          |
| Email address:  |                          |

|  |        |
|--|--------|
| <b>Agent Information</b> (If using an agent) |        |
| Agency name:                                 | City:  |
| Agent name:                                  |        |
| Agent email address:                         | Phone: |

|   |
|---|
| <b>Medical Information</b>  |
| Name of doctor (in home country):   |
| Phone number of doctor:   |
| Does the student have any history of previous illness that may affect their enrolment, including mental illness?  |
| <input type="checkbox"/> Yes <input type="checkbox"/> No<br>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<br><input type="checkbox"/> HIV or Aids <input type="checkbox"/> Diabetes <input type="checkbox"/> Hepatitis A, B or C <input type="checkbox"/> Epilepsy <input type="checkbox"/> Heart Condition<br><input type="checkbox"/> Tuberculosis <input type="checkbox"/> ADD or ADHD <input type="checkbox"/> Allergies <input type="checkbox"/> Food Allergies <input type="checkbox"/> Eating Disorder<br><input type="checkbox"/> Depression/Anxiety<br><input type="checkbox"/> Other: (Please describe) |
| Does the student have any medical implants (e.g. metal implants) that may affect receiving medical treatment while in New Zealand?  |
| <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If 'Yes' please provide details.  |
| Is the student currently on any medication?   |
| <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If 'Yes' please provide details.<br><i>Please note: If you suffer from conditions requiring medication, it is advisable to bring your own medication to NZ.<br/>You will be required to notify the school regarding any medications that you bring with you.</i>  |
| Is there anything further that the school needs to be aware of in enrolling and supporting the student as an international student?   |
| <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If 'Yes' please provide details.<br><i>Please note: Failure to disclose any relevant information may result in termination of the enrolment.</i>  |
| Do you consent to the school providing over-the-counter medication such as acetaminophen/paracetamol or ibuprofen?  |
| <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If 'No' please specify what medications you do not want the Student to receive:   |
| Has the student been fully vaccinated against COVID-19?   |
| <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If 'yes' please attach confirmation certificate:  |
| <b>Learning Information</b>   |
| How many years of schooling not including pre-school education has the student had?   |
| Please provide a copy of the latest two school reports for the student with this application  |
| Does the student have any learning or behavioural difficulties, <u>which may require extra school support or services?</u>  |
| <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If 'Yes' please provide details.  |

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



| Designated Caregiver Details (If staying with a relative or close family friend) |         |
|--|---------|
| Name of caregiver:   |         |
| Address (in NZ):   |         |
|  |         |
| Home phone:  | Mobile: |
| Email:   |         |
| Relationship to student:   |         |

| New Zealand Contact Person (If applicable) |         |
|--|---------|
| Name of contact person:                    |         |
| Address (in NZ):                           |         |
|  |         |
| Home phone:                                | Mobile: |
| Email:                                     |         |
| Relationship to student:                   |         |

| Insurance Details  |  |
|--|--|
| Do you wish to purchase insurance through the school? <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |
| If 'Yes', please select which provider you would prefer: <input type="checkbox"/> Southern Cross <input type="checkbox"/> Uni-Care <input type="checkbox"/> No preference: |  |
| If you are providing your own insurance, please provide an English copy of the policy details to the school once purchased   |  |

| Subject Choices (please write choices here) | Choosing subjects   |
|---|---|
| 1.  | In addition to compulsory subjects, students can choose some subjects. <ul style="list-style-type: none"> <li>Year 9 students must choose <b>three</b> additional subjects, including one language and one technology subject.</li> <li>Year 10 students must choose <b>three</b> additional subjects.</li> <li>Year 11 students must choose <b>four</b> additional subjects.</li> <li>Year 12 students must choose <b>five</b> additional subjects.</li> <li>Year 13 students must choose all <b>five</b> subjects.</li> </ul> |
| 2.  |   |
| 3.  |   |
| 4.  |   |
| 5.  |   |
| 6.  |   |

**Please note:** Subject preferences in this application are an indication only and actual subjects will depend upon availability and prior learning. The school reserves the right to determine subject placement and year level throughout enrolment in consultation with students and families.

| Additional Programmes   |  |
|---|--|
| Do you wish to participate in any additional programmes? <span style="float: right; font-size: small;">*Minimum numbers required for programme to take place</span> |  |
| <input type="checkbox"/> Sailing Academy*   | <input type="checkbox"/> Rugby Programme* <span style="float: right;"><input type="checkbox"/> Sports Performance Academy</span> |

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

**PART TWO:**

**THE TERMS AND CONDITIONS APPENDED TO THIS APPLICATION, FORM AND GOVERN THE STUDENT'S TUITION AT THE SCHOOL. BY SIGNING BELOW, THE STUDENT, THE SCHOOL AND THE PARENTS OR LEGAL GUARDIAN AGREE TO THOSE TERMS AND CONDITIONS. PLEASE ENSURE 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** means the residential accommodation provided to the Student pursuant to the Accommodation Agreement.

**Accommodation Agreement** means the agreement between the Student, the School, the Parents or Legal Guardians, which governs the Student's accommodation arrangements.

**Accommodation Requirements** means the rules and requirements of the Accommodation as set out in Schedule One.

**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 Agreement.

**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.

**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 or Legal Guardians to the School as per the Fee Schedule.

**Fee Schedule** means the schedule of fees for Tuition, Accommodation and miscellaneous 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.

**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 pursuant to clause 24 or 26 of the Agreement.

**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 International 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.

**Preliminary Provisions**

2. The Agreement is declared to be an Enrolment Contract in terms of section 2 of the Act.
3. The School shall provide Tuition to the Student in accordance with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.

**Term of Agreement**

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student commences 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/Legal Guardians and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. The conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Study. 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 issue of an offer of place for a further Period of Study 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.
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 cease upon the Student's departure and resume upon the Student returning to New Zealand.
7. This Agreement is deemed 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.
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 or Legal Guardian as part of a handover of care arrangement during enrolment made in accordance with the Code
9. During the Period of Enrolment the Student must keep the School reasonably informed of his or her whereabouts including without limitation if the Student intends to leave New Zealand during the Period of Enrolment.

**Accommodation**

8. The Parents and Student agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of the School.
9. The Parents and the Student agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.
10. The Parents irrevocably authorise the principal of the School to advise 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 substitution for the Parents.

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

### Immigration and Insurance

11. The Parents and Student agree to comply with the immigration requirements as set out in the Immigration Act 2009, and any immigration 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 immigration 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 Student or Parents.

### Fees

14. 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.
15. If Tuition is terminated by the School during a Period of Enrolment, in accordance with the Act and the Code, any refund of the Fee applicable to that Period of Enrolment will be assessed in accordance with refund policy contained in Schedule Three, as updated by the school from time to time.
16. Rangitoto College confirms that the fees paid by International Students for educational instruction in New Zealand are secure and protected in the event of a student withdrawal or the ending of educational instruction or the closure of the signatory.

### Information, Warranties and Acknowledgements

17. The Parents agree to provide the School with educational, medical financial or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents provide misleading information or fail to disclose information about the Student to the School, such that the School has to change or modify the level of Tuition or Accommodation required by the Student, the School may charge the Parents such fees as required to adequately compensate for such additional requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents and Legal Guardians are obliged to notify the School in respect of any changing conditions in relation to the Student.
18. 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 additional 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 new information in the Application Form is true and correct to the best of their knowledge and belief.

19. The Parents and Student acknowledge that:

- (a) The School may obtain at any time from any person or entity 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 the Students admission to the School, the School may be unable to process the Student's application.
- (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, then this Agreement will be at an end.
- (d) Personal information of the Student and/or Parents collected or held by the School is provided and may be held, used and disclosed to enable the School to process the Student's eligibility to receive Tuition at the School and Accommodation.
- (e) The Parents agree that where the Student lives in a School approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by the School and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to a Designated Caregiver Agreement being entered into by the School, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Agreement or of the Designated Caregiver Agreement will be deemed 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 parties outside the School, at the discretion of the School.
- (j) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School unless otherwise agreed in writing by the parties

### Consent

19. The Parents and the Student, who have signed this Agreement irrevocably 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, educational or welfare information;
  - (b) Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents.
20. 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.
21. Except in the circumstances described in clause 20, this agreement is deemed to be written consent of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether consent is sought from domestic students in relation to the same activity.

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

22. Unless otherwise agreed in writing by the parties, this Agreement is deemed to be written consent for leisure travel or stays organised and/or supervised by the Student's Homestay or Residential Caregiver (where applicable) 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, 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 Student 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 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.
25. Without limitation, the following actions shall be deemed to be breaches of this Agreement which may warrant disciplinary action:
- Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
  - Any breach of the Code of Student Conduct by the Student;
  - Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;
  - Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;
  - Any act by the Student during the Period of Enrolment that jeopardises the education of any other Student;
  - Any breach Of clauses 12 or 13 of this Agreement or of the warranties contained in clause 17 of this Agreement;
  - Failure to make payments pursuant to the Fee Schedule; and
  - Any other breach of this Agreement.
26. Where appropriate, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers pursuant to clause 24 of this Agreement, but nothing in this Agreement shall limit the power of the School to summarily 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

27. 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.

28. This Agreement shall be construed and take effect in accordance 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 irrevocably:
- Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
  - 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.
29. 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 deemed to have been received ten (10) days after posting.
30. Notices may also be given by sending an email to the email addresses specified on the first page of this agreement and will be deemed to have been received 12 hours after it has been sent.
31. This Agreement contains the entire understanding of the parties and overrides any prior 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.
32. The School shall at all times comply with the Health and Safety at Work Act 2015.
33. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
34. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.
35. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission or through an internet service set up for that purpose.
36. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.

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

## PARENTS/LEGAL GUARDIANS AND STUDENTS' 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 enrolment. We agree that we have received sufficient information to make an informed decision about enrolment at the School.

By signing below, we give permission for our son/daughter to go on any class/sports/cultural trips, which take place during the normal school day. We acknowledge that our son/daughter may on occasion be transported in a private vehicle by a member of school staff. We also agree that our son/daughter will abide by the school rules while representing Rangitoto College in extra-curricular activities outside the normal school day.

As part of signing this application, I give permission for Rangitoto College to issue a password for the parent portal and parent app to my son/daughter's host family and our agent

**Key Terms:** This Contract of Enrolment includes provisions: (i) that allow the School to discipline the Student, including by expulsion; (ii) that control and limit the Student's rights of refund when Enrolment ends early; (iii) that require the Student and Parents to make full disclosure of all relevant information and (iv) that provide consent for the School to permit certain activities without further comment 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.**

### SIGNING

#### Parents/Legal Guardians

By signing below, the Parents or Legal Guardians (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: RANGITOTO COLLEGE

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

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

#### Student

By signing below, the Student confirms he/she has read and understood the Agreement and agrees to abide by the Code, School Policies and (to the extent applicable) the Agreement: (please also initial each page of the Agreement, including the schedules)

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

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

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

### PLEASE SUBMIT THE FOLLOWING DOCUMENTS WITH YOUR APPLICATION

- Student passport copy
- Parent passport copy
- School report / academic transcript (newest available)
- Letter to introduce yourself to your host family

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



## CODE OF CONDUCT

(Schedule One)

Students at Rangitoto College are expected to behave responsibly and accept the discipline and authority of the College. We expect students to behave with courtesy and respect towards each other and members of the College staff.

### Classroom responsibilities

- Rangitoto College requires that international students maintain 100% attendance.
- Students must attend all classes and tutor periods and arrive punctually to every class.
- Students need to have all the books/equipment needed for your class ready at the beginning of each lesson.
- If absent, students must bring absence notes, written and signed by a parent or official guardian, to their Tutor Teacher on their first day back at school after illness.
- Eating in the class is not allowed unless the teacher has given permission.
- Cell phones, iPods, laptops and other digital equipment are brought to school at the owners' risk. The school accepts no responsibility for loss or damage.
- Cell phones are to be turned off and not seen during class unless the teacher gives permission to use a phone for a specific purpose. International students may be given permission to use their phone as a translator but must ask the teacher first. If students use their devices at the wrong time they may be confiscated and will need to be collected from the International Dean after school.

### At School

- Students must wear correct school uniform at all times and ensure it is clean, tidy and clearly named.
- Students must report to the Dean if wearing any incorrect item.
- Students cannot leave the school grounds during the day without first getting permission from their Dean or senior staff and signing out. If students are ill, they should see the nurse.
- Visitors to the College must go to the office and get permission to be in the school grounds.
- If students need to bring valuable possessions or large amounts of money to school, they need to leave them in the office during the school day.
- Students cannot bring any of the following items to school: chewing gum, cigarettes, matches, lighters, firecrackers of any type, alcohol, illegal drugs, knives, weapons of any kind, laser light equipment of any kind.

### Travel

- Students are not allowed to travel alone or with friends.
- Students must receive signed permission from their parents and from the international office before travelling out of Auckland.
- Travel will only be approved if special conditions are met and signed permission obtained from the international office.
- International students must obtain permission from the International office to be away from their homestay.

- Host families need to know where students are at all times. Students must check with their homestay family before going out at night and on the weekend, and keep in touch with their homestay family by phone when they are out.

### Driving / Transport

- International Students are NOT allowed to drive or own a vehicle whilst in New Zealand without special approval from Rangitoto College.
- If a student wishes to sit their learners and restricted driver's license in New Zealand they must see the international office for permission first.
- Skateboards must be handed in to the gear deposit room before school.
- Students must wear a cycle helmet any time they are riding a bicycle.
- Students need to obey the road crossing rules and observe safe traffic behaviour at all times.
- Parents dropping off or collecting students are not permitted to enter the grounds using the East Coast Road entrance. Please use the drop off area in the lower car park off Grahame Collins Drive.
- Bicycles, Skateboards, Scooters and eScooters are not allowed to be ridden in the school grounds.

### Respect for Property

Students must look after the classroom, furniture, equipment and grounds.

- It is important to pick up any rubbish when you leave an area.
- Staff offices, teachers' desks, cupboards etc are not to be used by students.
- Never take things that belong to other people
- Report any loss or damage immediately to the office or a senior staff member

### Discipline

- School discipline applies from the time students leave home in the morning until they return home after school
- The misconduct policy applies to all international students at all times, including after school and weekends.
- The school may keep a student on detention until 4.15pm. Parents will be notified by the Deputy Principal, in advance.
- In addition, individual teachers may keep a student until 3.45pm without notice.

### Misconduct Policy

The disciplinary procedures outlined in the education Act 1989 shall be applicable for all serious misconduct that is alleged to have occurred both inside and outside of the school. The designated caregiver, Homestay caregiver or Director of International Education (or their representative) shall act as the parent in the disciplinary process.

Should it be deemed appropriate, the school reserves the right to:

- Impose a curfew or other restrictions on the student outside of school hours for a set period of time.
- Terminate the contract and repatriate the student with forfeiture of fees

International students must always let their host family know where they are and be back home by the curfew.

| Age               | Sunday – Thursday                             | Friday            | Saturday          |
|-------------------|---|-------------------|-------------------|
| Under 15 years    | To be agreed between host family and student. | Under supervision | Under supervision |
| 15 Years          |   | 10 pm             | 10 pm             |
| 16 Years          | Recommended no later than 9pm                 | 11 pm             | 11 pm             |
| 17 Years and over |   | 11 pm             | 11 pm             |

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

## 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 and this policy may be changed from time to time at the discretion of the School.

## Overview

2. Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not warrant any formal response other than a warning, the School will endeavour, where appropriate, to follow a two-stage disciplinary process.
3. In Stage One, the School will investigate and determine 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 determined 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

8. When the School is conducting a disciplinary process involving the Student it will endeavour to provide the Student with the following:
- (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;
  - (d) an opportunity to have an independent support person of his or her choice present at any meeting relating to the disciplinary process;

- (e) an opportunity to meet with that support person in private at any stage during the disciplinary process;
- (f) an opportunity to have a translator present (or otherwise facilitate 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
- (g) 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

9. When the School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise warrant a disciplinary response, the School will notify the Student of the Allegation and will provide the Student with an opportunity to give a response.
10. 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.
11. When the School makes a decision about the Allegation it will advise 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

12. If the School determines that a breach of the Agreement has occurred, it will advise 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.
13. 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.
14. When the School makes a decision about the disciplinary action that it will take in response to the breach it will advise 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 advised of the decision.

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



**Request for a refund of homestay fees**

11. If for any reason, the Student withdraws after the start date of their enrolment, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
12. Where a student moves from a school homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this policy.

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

13. Except by written request from parents, prepaid fees unused at the end of enrolment amounting to less than NZD\$500.00 will be refunded to the Student in cash. Sums of NZD\$500.00 or greater will be refunded into a nominated bank account.

**Outstanding activity fees or other fees**

14. Any activity or other fees incurred by the Student during enrolment and owed to the School at the time of withdrawal, will be deducted from any eligible refund.

**Refunds to be made to the country of receipt**

15. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$500.00 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country on their last day prior to their departure from Rangitoto College.

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

16. A decision by the School relating to a request for a refund of international student fees will be provided to the Student or family in writing and will set out the following information:
  - a) Factors considered when making the refund decision
  - b) The total amount to be refunded
  - c) Details of non-refundable fees
17. The Student and their family has the right to take a grievance to the Code Administrator or Disputes Resolution Scheme in the event they are dissatisfied with a refund decision made by the School.

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

## PART THREE:

Please complete the international student accommodation agreement only if the student will be living in a homestay while enrolled at the school.

## INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT

(When placing a student in a School Approved Homestay)

## Terms and Conditions:

1. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to reside at an Accommodation approved by the School using the process set out in the Code.
2. The Parents and Student agree to adhere 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. Pursuant 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 obtain access to and 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 varied by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.
3. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):
  - (a) Charge the parents such fees as required to adequately compensate for additional requirements due to providing misleading information or the lack of disclosure; or
  - (b) Terminate this Agreement.
4. 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.
5. 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.
6. Unless otherwise agreed in writing by the parties, 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.
7. 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.
8. 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.
9. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular check-ins with both the Student and the Residential Caregiver.
10. Unless otherwise agreed in writing, the Student will be entitled to commence their Homestay at the Accommodation 5 days prior to 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 prior to the expiry of the Period of Enrolment the Student will be required to vacate the Accommodation immediately. The School may, at its sole discretion, and without any obligation on it to do so, extend the time for the Student to vacate 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 vacate the Accommodation.
11. One week's notice must be given by either party (homestay or student) prior to a student being placed in another homestay.

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

**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 source, over a reasonable period of time (as determined 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 accordance with the School's fee schedule as defined in the applicable Contract of Employment.

**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 parties 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 accordance with School Policies.

**General**

19. This Agreement shall be construed and take effect in accordance 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 irrevocably:
  - 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 deemed to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be deemed to have been received when acknowledged by the party or by return email.
21. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
22. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.

**Disputes**

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

**Execution**

24. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission.

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

**SCHEDULE ONE**

(Accommodation Requirements)

**While living with 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 himself / herself in a position which may give rise to suspicions or allegations of such activities.
3. To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments
4. To not drive a motor vehicle except for the purposes of gaining a valid New Zealand driving license under the guidance of a licensed driving instructor
5. To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents, including without limitation, any policies of the School which apply.
6. To not use or do anything which may cause damage to the Accommodation, including without limitation, applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.
7. To keep the Homestay parents informed of their whereabouts at all times.
8. 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 prior written permission of the Homestay or the School. This clause shall not prevent the Student travelling between the Homestay and the School.
9. To respect the privacy, values and property of the Homestay

**SIGNING****Parents**

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

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: RANGITOTO COLLEGE

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: \_\_\_\_\_

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

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

## PART FOUR:

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

**DESIGNATED CAREGIVER AGREEMENT**  
(Required when placing a student with a Designated Caregiver)

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

School Name: Rangitoto College

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 parties to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are deemed 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 2016 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
4. For the avoidance of doubt, 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 pursuant to any statutory or other legal duty.
6. Approval is required from the School prior to the Student's placement with the Designated Caregiver.
7. The Designated Caregiver agrees that approval will be provided only after appropriate safety and other checks have been completed by the School in accordance with the Code and school policies.
8. Failure by the Designated Caregiver to provide the residential care required by the School and the Code may result in the school's approval of the Designated Caregiver being withdrawn.
9. The Designated Caregiver/s agree to support the Student to abide by all rules and expectations set by the school.
10. 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.
11. 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, without limitation, regular visits to the Designated Caregiver and meetings with both the Student and the Designated Caregiver.
12. The Designated Caregiver will provide the School with fourteen days (14) days prior notice of 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.
13. The Parent/s agree that the School is not responsible for the Student's care while in the care of the Designated Caregiver.
14. 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.
15. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.
16. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission
17. The Designated Caregiver/s agree if mandated by the government that as a person contracted by the school to provide accommodation they are required to be fully vaccinated as outlined by a Public Health Order. The Designated Caregiver/s agree to provide the school with satisfactory evidence of vaccinations against Covid-19 as required.

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



**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: Lynda Lidgard Signature: \_\_\_\_\_

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

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