

**STANHOPE ROAD SCHOOL
INTERNATIONAL STUDENT ENROLMENT
CONTRACTUAL AGREEMENT**

AGREEMENT TO PROVIDE TUITION SERVICES BETWEEN STANHOPE ROAD SCHOOL AND THE APPLICANT:

Name of Applicant:
Address of Applicant:

WHEREAS:

A. The Applicant is the Parent/Legal Guardian of the Student;
Student Name:
B. The Applicant has made application for tuition of the Student in New Zealand and wishes the Student to attend the School.
C. The Applicant confirms that he/she is not resident in New Zealand and agrees to advise the School of the days present in New Zealand.
D. The School has agreed to enrol the Student upon and subject to the terms and conditions hereinafter set out.

NOW THIS AGREEMENT WITNESSES and is hereby agreed and declared as follows:

<p>1 SCHOOL'S OBLIGATIONS</p> <p>1.1 The School shall:</p> <ul style="list-style-type: none"> a) Provide tuition to the Student in accordance with the New Zealand Ministry of Education Code of Practice for the recruitment, welfare and support of international students. b) Have no responsibility for the Student outside school hours. c) Use its endeavours to ensure the safety, health and well-being of the Student and, in doing so, shall not be liable for: <ul style="list-style-type: none"> (i) Any damage or harm caused to the Student or the Student's property while attending the School. (ii) Any damage or harm caused to the Student or the Student's property arising out of the Student's homestay address. (iii) Any damage or harm caused to the Student or the Student's property outside of normal school hours. In the case of the Student's property, shall not be responsible for any damage to such property that may occur outside the School's premises.
<p>2 APPLICANT'S OBLIGATIONS</p> <p>2.1 The Applicant shall:</p> <ul style="list-style-type: none"> a) Pay to the School the tuition fee in the manner agreed to by both parties. b) Provide the School with such academic, medical or other information relating to the well-being of the Student as may be requested from time to time by the School. c) Provide proof of Medical and Travel Insurance.

3 AUTHORISATIONS

3.1 The Applicant hereby irrevocably appoints and authorises the Principal of the School (or such other person as may be appointed by the Board of Trustees of the School) 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 in respect of any activity carried out and authorised by the School.
- c) Receive financial information relating to the Student including bank accounts, debts or income of the Student while in New Zealand.
- d) 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 practical to contact the Applicant.
- e) If applicable, advise the Student's New Zealand guardian of all matters and information required to be provided to parents of any student and agree to appoint the guardian/caregiver as their agents in New Zealand to receive such information in substitution for the Applicant.
- f) To take whatever steps are necessary to ensure the Student complies with School rules and policies set down by the School.
- g) To obtain, at any time from any person or entity, any information required to process and/or accept the application for tuition or to perform or complete the School's various obligations under this agreement.

4 LIMITATION OF LIABILITY

4.1 In no event, shall the School's liability exceed an amount equal to the amount of tuition fees paid by the Applicant.

5 TERMINATION

5.1 Either party may terminate this agreement upon *one month's written notice*. Upon termination of this agreement, refunds will be made in accordance to the Policy.

6 MISCELLANEOUS

6.1 Force majeure: Neither party shall be in default or in breach of their obligations under this agreement to the extent that the performance of those obligations is prevented by an event of force majeure. Force majeure means an event beyond the reasonable control of the party seeking to rely on the force majeure.

6.2 Governing Law: This agreement shall take effect in accordance with the domestic laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this agreement, the Applicant irrevocably submits to the exclusive jurisdiction of the Courts of New Zealand and agrees 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 constituted under the Arbitration Act 1908 within New Zealand on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

6.3 Entire Agreement:

- a) This agreement shall consist of:
 - (i) the application for tuition in New Zealand;
 - (ii) the Tuition Agreement including any Schedules annexed thereto.
- b) This agreement contains the entire understanding of the parties and

overrides any prior promises, representations, understandings or agreements.

- c) The terms of this agreement may be changed at any time by the School in writing to the applicant and any such change in terms shall be notified to the Applicant in writing.

7 THE PRIVACY ACT

7.1 The Applicant acknowledges that:

- a) Personal information of the Applicant and/or Student collected by the School and may be held, used and disclosed to third parties to enable the School to:
 - (i) process the application for tuition;
 - (ii) provide tuition to the Student;
 - (iii) provide the Student and/or Applicant with advice or information concerning products and services the School believes may be of interest to the Student and/or Applicant; and
 - (iv) to enable the School to communicate with the Student and/or Applicant for any purpose.
- b) All personal information provided to the School will be held by the School.
- c) Failure to provide any information requested in the application for tuition may mean the School is unable to process the application.

7.2 The Student/Applicant has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.

Signed:

Applicant

Name:

Date:

Designation of Applicant:

(Parent/Guardian/Caregiver)

Signed:

Stanhope Road School Principal

Name:

Date:

**STANHOPE ROAD SCHOOL
INTERNATIONAL STUDENT ENROLMENT
DISCIPLINARY ACTION FOR INTERNATIONAL STUDENTS**

SCHOOL MAY TAKE DISCIPLINARY ACTION:

1	The Principal may take appropriate disciplinary action in response to the conduct or behaviour of the student.
2	Appropriate disciplinary action includes standing down, suspending or excluding the student and terminating the contract of enrolment.
3	<p>The Principal of the school make take appropriate disciplinary action, whether or not the conduct or behaviour occurred while the student was under the supervision or control of the school, if satisfied on reasonable grounds that:</p> <p>a) The student’s gross misconduct or continual disobedience is a harmful or dangerous example to other students at the school.</p> <p>b) Because of the student’s conduct or behaviour, it is likely that the student, or other students in the school, will be seriously harmed if the student is not stood-down or suspended or excluded, as the case may require.</p> <p>c) The student’s conduct or behaviour is in breach of the school rules (including the school’s Code of Conduct), the accommodation agreement or designated caregiver agreement, or this contract of enrolment, and more or more of the following applies:</p> <p style="margin-left: 20px;">(i) The breach or breaches would constitute an on-going risk to the student’s education, health, safety or well-being or personal welfare for which the school is responsible under the Education Code of Practice 2016 (Pastoral Care of International Students);</p> <p style="margin-left: 20px;">(ii) The breach or breaches would constitute an on-going risk to another person’s education, health, safety, well-being or personal welfare.</p>
4	The provisions in Schedule 1 (relating to stand-down) or Schedule 2 (relating to suspension) will apply if the student has been stood-down or suspended, as the case may be.

SCHOOL’S OBLIGATIONS WHEN TAKING DISCIPLINARY ACTION

5	A Principal who wants a student to absent himself or herself from school for disciplinary reasons, or who wants a parent to remove a student from school for disciplinary reasons, may bring about the absence or the removal only by standing-down or suspending the student under this contract.
6	<p>In making decisions on appropriate disciplinary action, the Principal and the Board will, as far as practicable, ensure that any such disciplinary action:</p> <p>a) Is proportionate to the seriousness of the behaviour of the student, and;</p> <p>b) Minimises the disruption to a student’s attendance at school and facilitates the return of the student to school when it is appropriate, and;</p> <p>c) Is dealt with in accordance with the principles of natural justice.</p>
7	If the student is stood-down or suspended, the Principal will take all reasonable steps to ensure that the student has the guidance and counselling that are reasonable and practicable in all the circumstances of the stand-down or suspension.
8	If a student’s suspension is subject to conditions, the Principal will take all reasonable steps to ensure that an appropriate educational programme is provided to the student.
9	The programme referred to in Clause 8 will, as far as practicable, be designed to facilitate the student’s return to school and to minimise the educational disadvantages that occur from absence from school.

Signed:	Applicant
Name:	Date:
Designation of Applicant:	(Parent/Guardian/Caregiver)

Signed:	Stanhope Road School Principal
Name:	Date:

**STANHOPE ROAD SCHOOL
INTERNATIONAL STUDENT ENROLMENT
SCHEDULE 1 – PROVISIONS FOR STAND-DOWN**

<p>NOTICE REQUIREMENTS</p> <p>1 Immediately after a student is stood-down, the Principal will tell a parent or legal guardian and the residential caregiver of the student:</p> <ul style="list-style-type: none"> a) That the student has been stood-down; and b) The reasons for the Principal’s decision; and c) The period for which the student has been stood-down.
<p>STAND-DOWN PERIOD</p> <p>2 A stand-down may be for one (1) or more specified periods, and the Principal may lift the stand-down at any time before it is due to expire.</p>
<p>STUDENT ATTENDANCE WHILE STUDENT ON STAND-DOWN</p> <p>3 If a student has been stood-down, then the student does not have to, and is not permitted to, attend the school while stood-down, however:</p> <ul style="list-style-type: none"> a) The Principal may require the student to attend the school if the Principal reasonably considers the student’s attendance is appropriate. b) The Principal may allow the student to attend the school if the student’s parents request that the student be permitted to attend the school and the Principal considers the request is reasonable.
<p>BOARD MEETING CONCERNING STAND-DOWN</p> <p>4 A Principal who has stood-down a student may arrange a stand-down meeting.</p> <p>5 A Principal who, having stood-down a student, as asked by the student or a parent or legal guardian of the student for a stand-down meeting:</p> <ul style="list-style-type: none"> a) Will arrange a meeting; and b) Be available for the meeting as soon as is practicable for the student, the parent or legal guardian and the Principal. <p>6 As a consequence of a stand-down meeting, if the Principal is satisfied that there are no reasonable grounds for the stand-down, the Principal will:</p> <ul style="list-style-type: none"> a) Ensure that the stand-down is withdrawn; and b) Ensure that the student, and anyone told of the stand-down under Paragraph 1, is told that the stand-down has been withdrawn.

Signed:	Applicant
Name:	Date:
Designation of Applicant:	(Parent/Guardian/Caregiver)

Signed:	Stanhope Road School Principal
Name:	Date:

NOTICE REQUIREMENTS FOR SUSPENDING A STUDENT

- 1 If the student has been suspended then the Principal will, immediately after the student is suspended, tell the Board, a parent or legal guardian and the residential caregiver (if any) of the student;
 - a) that the student has been suspended; and
 - b) the reasons for the Principal's decision.

STUDENT ATTENDANCE WHILE ON SUSPENSION

- 2 If the student has been suspended, then the student does not have to, and is not permitted to, attend the school while suspended, however;
 - a) the Principal may allow the student to attend the school if the Principal reasonably considers the student's attendance is appropriate.
 - b) the Principal may allow the student to attend the school if the student's parents request that the student be permitted to attend the school and the Principal considers the request is reasonable.

BOARD MEETING CONCERNING SUSPENSION

- 3 If the student has been suspended, the student, the student's parents or legal guardian, and their representatives are entitled to attend a meeting of the Board and speak at that meeting, and to have their views considered by the Board before it decides whether to lift or extend the suspension or exclude the student and terminate the contract of enrolment.
- 4 The Board will ensure that a student who has been suspended, and the student's parents or legal guardians are given the following as soon as practicable after the suspension:
 - a) written notice of the time and place of the suspension meeting; and
 - b) written information about the options available to the Board under Paragraph 3 to deal with the suspension at the suspension meeting.
- 5 The Board will ensure that the following material is given (in writing) to the student and the student's parents or legal guardian within the time specified in Paragraph 6:
 - a) Information on the procedures the Board follows at suspension meetings; and
 - b) Advice that the student and the student's parents, legal guardians or representative may attend the meeting and speak at it about the suspension; and
 - c) Information contained in the following material that, in the Board's opinion, it would have no grounds to withhold if the student made a request under the Privacy Act 1993 for:
 - (i) The Principal's report to the Board on the suspension; and
 - (ii) Any other material about the suspension to be presented by the Principal or the Board at the meeting.
- 6 The material referred to in Paragraph 5 must be given to the student and the student's parents, legal guardian or representatives in time to reach them at least 48 hours before the meeting (or within a shorter time agreed by all the parties).

ADJOURNMENTS TO CONSIDER NEW INFORMATION

- 7 The Board will adjourn a suspension meeting if the student, a parent or legal guardian of the student, or any member of the Board asks the Board to do so if the person making the request needs time to consider new information, being any information:
 - a) That is referred to at the suspension meeting; and
 - b) That is either:
 - (i) Information that was not given, under Paragraph 5, to the person making the request; or
 - (ii) Information that is new to the person making the request for some other reason.
- 8 In deciding on the period of the adjournment, the Board must have regard to the amount of time that the person making the request needs, in that person's particular circumstances, to consider the information.

BOARD'S DECISION AT SUSPENSION MEETING

- 9 Before deciding at a suspension meeting whether to lift or extend the suspension or exclude the student and terminate the contract of enrolment, the Board must:
- a) Have due regard for all of the circumstances relevant to the suspension; and
 - b) Consider each option available to it.
- 10 The Board may:
- a) Require the Principal, the student, the student's parents or legal guardian, any representative of the student, and any representative of the parents or legal guardian to withdraw from the meeting while the Board makes the decision; or
 - b) Ask the Principal, the student, the student's parents or legal guardian, and any representatives of the student and the parents or legal guardian to stay at the meeting while the Board makes the decision.
- 11 Before making this decision, the Board may try to get all the parties at the meeting to agree on what the decision should be.
- 12 The Board must record its decision, and the reasons for it, in writing.

BOARD'S POWERS WHEN STUDENT SUSPENDED

- 13 If a student has been suspended, the Board may:
- a) Lift the suspension at any time before it expires, either unconditionally or subject to any reasonable conditions the Board wants to make.
 - b) Extend the suspension conditionally for a reasonable period determined by the Board when extending the suspension, in which case Paragraph 14 applies.
 - c) If the circumstances of the case justify the most serious response, exclude the student from the school and terminate the contract of enrolment.
- 14 If the Board extends a suspension conditionally, the Board may impose reasonable conditions aimed at facilitating the return of the student to school and will take appropriate steps to facilitate the return of the student to school.
- 15 If a student fails to comply with any condition imposed under this paragraph in respect of the lifting or extension of the suspension, the Principal may request the Board to reconsider the matter and the Board may confirm or reverse its earlier decisions or may modify its earlier decisions by taking any action specified in Paragraph 13 a) to c).
- 16 If the Board has not sooner lifted or extended the suspension or excluded the student under Paragraph 13 c) and terminated the contract of enrolment, the suspension ceases to have effect:
- a) At the close of the 7th school day after the day of the suspension; or
 - b) If the suspension occurs within 7 school days before the end of a term, at the close of the 10th calendar day after the day of the suspension.

EXTENDED SUSPENSION

- 17 The Board will monitor the progress of the suspended student by ensuring that it receives, at each regular Board meeting after the suspension, a written report on whether the student is meeting the conditions imposed and progressing with any educational programme provided.
- 18 The Principal must ensure that the student and a parent of the student are given a copy of any such report as soon as practicable.

STUDENT FAILING TO COMPLY WITH CONDITIONS

- 19 If the Board agrees to a request made by the Principal under Paragraph 15, the Board must hold a reconsideration meeting about the student's case.
- 20 The meeting must be held:
- a) Within 7 school days of the request; or
 - b) If the request is made within 7 school days of the end of term, within 10 calendar days of the request.

INFORMATION ABOUT RECONSIDERATION MEETING

- 21 If the Principal makes the request under Paragraph 15 that the Board reconsider the suspension then the Board will ensure that the student, and a parent or legal guardian of the student, is given written notice of the time and place of the reconsideration meeting as soon as practicable after the Board decides to hold the meeting.

- 22 The Board will ensure that the following material is given, in writing, to the student and the parent within the time described in Paragraph 23:
- a) Information on the procedures the Board follows at reconsideration meetings; and
 - b) Advice that the student, a parent or guardian or representative may attend the meeting and speak at it about the reconsideration of the suspension; and
 - c) Information that, in the Board's opinion, it would have no grounds to withhold if the student made a request under the Privacy Act 1993 for:
 - (i) The Principal's report to the Board on the reconsideration of the suspension; and
 - (ii) Any other material about the reconsideration of the suspension to be presented by the Principal or the Board at the meeting.
- 23 The material must be given to the student and the parent at a time that enables it to reach them at least 48 hours before the meeting (or within a shorter time agreed by all the parties).

Signed:	Applicant
Name:	Date:
Designation of Applicant:	(Parent/Guardian/Caregiver)

Signed:	Stanhope Road School Principal
Name:	Date: