



PART ONE:

Notes

1. It is important that all relevant information about the student is included in this application. This information is used to ensure that the student is supported properly upon arrival and while enrolled, and to match them with appropriate year levels. Where information is included relating to health 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.

2. The Education (Pastoral Care of International Students) Code of Practice 2016 requires that all students under 10 years of age must live with a parent or legal guardian in New Zealand while enrolled at a school, unless they are accommodated in a school hostel. Where a student under 10 years is found to be living in accommodation other than with a parent or legal guardian, or in a school hostel, they will not be permitted to attend school and this will result in the withdrawal of an offer of place or the summary 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

Address in Home Country

First Language

Country of Citizenship

Passport Number

Expiry Date

Intended start date

Intended end date

Applying for year level 1 2 3 4 5 6 7 8

FATHER'S DETAILS *(Name must be as it appears on your passport)*

Note: It is a requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section **MUST** be the contact information for the parents or legal guardian.

Title Mr Dr

Family Name

Date of Birth

First Name

Street Address

Postal Address

Home Phone Number

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 Miss Ms Dr

Family Name

Date of Birth

First Name

Street Address

Postal Address _____

Home Phone Number _____

Mobile _____

Email _____

First Language _____

Country of Citizenship _____

Passport Number _____

Expiry Date _____

EMERGENCY CONTACT *(in home country, other than parents)*

Contact's name _____

Home Phone Number _____

Mobile _____

Email address _____

AGENT INFORMATION *(If using an agent)*

Agency Name _____

Agent Name _____

Agent email address _____

Phone _____

MEDICAL INFORMATION

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?

Yes No If "yes" please provide details _____

Please tick the appropriate box if the student suffers from or has suffered from any of the following medical conditions

- | | | | |
|-----------------------------------|--|--|---|
| <input type="radio"/> Asthma | <input type="radio"/> Back/neck problems | <input type="radio"/> Allergy to bee/wasp stings | <input type="radio"/> Eating Disorder |
| <input type="radio"/> HIV or Aids | <input type="radio"/> Diabetes | <input type="radio"/> Epilepsy | <input type="radio"/> Tuberculosis |
| <input type="radio"/> ADD or ADHD | <input type="radio"/> Food allergies | <input type="radio"/> Depression/Anxiety | <input type="radio"/> Glandular Fever |
| <input type="radio"/> Migraines | <input type="radio"/> Allergies | <input type="radio"/> Heart Condition | <input type="radio"/> Other (please describe) |

Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand? Yes No If "yes" please provide details _____

Is the student currently on medication? Yes No If "yes" please provide details _____

Please note: if the student suffers 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.

Is there anything further that the school needs to be aware of that may impact the suitability of the student as an international student? Yes No If "yes" please provide details _____

LEARNING INFORMATION

Does the student have any learning or behavioural difficulties requiring extra school support or services?

Yes No If "yes" please provide details (*attach additional pages if required*) _____

ACCOMMODATION REQUIREMENTS

Note: The Education (Pastoral Care of International Students) Code of Practice 2016 required all students under the age of 10 years must live with a parent or legal guardian in New Zealand while enrolled at a school unless they are accommodated in a school hostel.

Please note that St Mark's Church School does not offer either hostel or homestay accommodation for students and all International Students at St Mark's must reside with at least one parent.

This is to confirm that _____ (*full name of student*) will reside with _____ (*full name of parent*) while studying at St Mark's Church School.

Address in New Zealand (*if known*) _____

Note: Students must reside with their parents at all times. If a parent is going to be absent even for a short period of time, the student may not attend school until such time as the parent returns.

GENERAL DETAILS

Has the student previously applied for entry to St Mark's Church 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 attended: _____

How many years has the student studied English? () months () years

Do the students parents speak or read English? Speak Yes No Read Yes No

Does the student have siblings? *Please give details* _____

INSURANCE DETAILS

Do you wish to purchase insurance through our school insurer Marsh? Yes No

If you are providing your own insurance please provide the name of your insurer _____

Policy number _____

Insurance cover start date _____ Insurance cover expiry date _____

Please provide an English copy of the policy details with this application form. _____

TERMS AND CONDITIONS:

Definitions

1. For the purpose 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 St Mark's and 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 Carer 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 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 conditional offer.

Parent means the student's biological or legally adoptive parent. Except where the contact requires otherwise, references to Parents in this Agreement includes Legal Guardians and also includes a single parent who has the sole right of guardianship in relation to the child.

Residential Caregiver has the meaning as set out in the Code.

School means the school referred to in the annexed Application Form.

Termination means termination of the Agreement and includes termination by the School expelling or excluding the Student.

Tuition means the education of the Student as 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 parties agree or the School terminates the Agreement pursuant to clause 26 or 28 of the Agreement.

Preliminary Provisions

2. The Agreement is declared to be a Contract of Enrolment 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.

Terms of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student begins on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents/ 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. 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 the 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.

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 agreement from the parents that the School is not responsible for the Student's day-to-day care where the Student is in the custody of a residential caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purposes 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 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

10. The Parents agree that where the Student is under the age of 10 years at any time during the Period of Enrolment, the Student will live with one or both Parents at all times while aged under 10 years unless the Student is accommodated in a School Hostel. At St Mark's Church School this applies to all Students studying at our School.
11. The Parents agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of the School.
12. The Parents agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place by living with one or both Parents. Parents may not leave the Student with any other adult while the student is studying at St Mark's Church School.

Immigration and Insurance

13. The Parents 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 understand that the School has an obligation to report any breaches of the immigration 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 insurance evidence is not provided, the School may organise insurance it considers appropriate and pass on this cost to the Parents or may refuse to allow the Student to attend classes until appropriate evidence of insurance is provided.

Fees

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

Information, Warranties and Acknowledgements

19. 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 are obliged to notify the School in respect of any changing conditions in relation to the Student.

20. 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) All information in the Application Form is true and correct to the best of their knowledge and belief.

21. The Parents 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 authorise any such person to release to the School any personal information that person holds concerning the Student and/or parents.
- (b) If the Parents fail to provide any information requested in relation to the Student's admission to the School, the School may be unable to process the Student's application.
- (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, then this Agreement will be at an end.
- (d) Personal information of the Student and/or Parents collected or held by the School is provided and may be held, used or disclosed to enable the School to process the Student's eligibility to receive Tuition at the School.
- (e) All personal information provided to the School is collected and will be held by the School.
- (f) The Student and Parents have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.
- (g) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (h) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.
- (g) 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 (see later in this Agreement).

Consent

22. The Parents, 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 such person, authority or corporate body concerning the Student including, but not limited to, medical, financial, 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.

23. Where the Student lives with the Parents, the School shall seek specific written consent of the Parents in accordance with school policies and procedures before the Student participates in any activity either organised by the School or by another party on behalf of the School.

Conduct, Discipline and Termination

24. 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.

25. 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.

26. Without limitation, the following actions shall be deemed to be breaches of this Agreement which may warrant disciplinary action:

- (a) Refusal of 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 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 jeopardises the education of any other Student;
- (f) Any breach of clauses 15 or 16 of this Agreement or of the warranties contained in clause 20 of this Agreement;
- (g) Failure to make payments pursuant to the Fee Schedule; and
- (h) Any other breach of this Agreement

27. 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 25 of this Agreement, but nothing in this Agreement shall limit the power of the School to summarily terminate this Agreement of 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

28. 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.

29. 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 of forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

30. Notices given under this Agreement must be in writing and given to the address sent out in the Application Form. Those notices sent by post will be deemed to have been received ten (10) days after posting. A local address in Wellington should be given at the time of Orientation.

31. Notices may also be given by sending an email to the email address specified on the first page of this Agreement and will be deemed to have been received 12 hours after it has been sent.

32. 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 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.

33. The School shall at all times comply with the Health and Safety at Work Act 2015.

34. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.

35. 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.

36. 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, facsimile transmission or through an internet service set up for that purpose.

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

PARENTS/LEGAL GUARDIANS AND STUDENT'S DECLARATION AND AUTHORISATION

We declare that the information 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:

Parents/Legal Guardians - by signing below, the Parents/Legal Guardians (as applicable) confirm that they have read the Agreement and agree to be bound by it in all aspects.

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 Parents to make full disclosure of all relevant information and
- (iv) that provide the School to permit certain activities without further consent from the Parents.

This is an important legal document, please read all clauses carefully.

By signing this Agreement you:

1. Confirm that all of the information in the Application Form is true and complete.
2. Confirm that the Student will live with a parent or legal guardian in New Zealand while enrolled at St Mark's Church School.

SIGNING

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: _____

CODE OF CONDUCT

SCHEDULE ONE

St Mark's Church School endeavours to give special care and attention to our international students and to encourage them to reach their full potential in a supportive and caring environment. We have a warm and close relationship with our international families and need to have an assurance of support by the student's parents and the promise of the students willingness to comply with the rules and standards of the school and the community to ensure the well being of all concerned.

A high standard of behaviour is required at all times. Our rules are based on the following ideas:

- **That we respect others**
- **That we respect ourselves**
- **That we are courteous**
- **That we strive to do our best**

Students are expected to:

- **Work to the best of their ability**
- **To wear the uniform correctly and with pride, and to ensure that it is clean and in good condition**
- **To be at school on time and at all classes on time**
- **To advise the school if they are going to be absent**
- **To be properly equipped for all lessons**
- **To do the homework that is set in each subject**

- **To respect the property of others**
- **To respect school facilities, furniture and equipment**
- **To accept the rights of others, both students and staff, to be free from disruption or put down**
- **To acknowledge that chewing gum, cigarettes, alcohol and drugs have no place in our school nor do harmful items such as matches, lighters and weapons.**

If a student does not comply with the Code of Conduct, St Mark's Church School reserves the right to terminate the Contract of Enrolment. No refund of fees will be made.

Students are also required to:

- **Attend all classes (please see Attendance Policy)**
- **If the student does not attend regularly, the parent will be notified and a student may have their Contract of Enrolment terminated.**
- **Leave must be applied for in writing, to the Principal.**

Other:

All clauses and obligations outlined in the Contract of Enrolment must be adhered to by the student and parents.

This includes the accommodation requirements outlined stating that students at St Mark's Church School must reside with at least one parent at all times while studying at our school.

Parent/s must complete the declaration located in the Student Diary once a week.

Cybersafety Agreement

Students are required to complete a Cybersafety Agreement (located in the Student Diary). The purpose of this agreement is to create and maintain a cybersafety culture which is in keeping with the values of the school, and legislative and professional obligations. The agreement contains information about obligations, responsibilities and the nature of possible consequences associated with cybersafety breaches which undermine the safety of the school environment.

Sport Code of Conduct

St Mark's prides itself on the sports fields and courts of playing to win and playing fairly within the rules of the game. Our "Sport Code of Conduct" is based on guidelines from Sport NZ. Our children have a proud reputation for a sense of fair play and excellent behaviour, both on the field and the sidelines as spectators. The Sport Code of Conduct can be found in the Student Diary.

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 consider the appropriate 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 and the Parents 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 and the Parents 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 hear from the 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 meet with that support person of the Parents choice present at any meeting relating to the disciplinary process; this person may be the Pastoral Care Co-ordinator;
- (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 Parents consider that a language barrier means that a translator is required; and
- (g) a copy of this Policy setting out the rights which the Student and the Parents have 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 and the Parents of the Allegation and will provide them with the opportunity to give a response.
10. Where appropriate, having regard to the seriousness of the Allegation, the Parents and the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Parents. 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 the 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 the 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 Parents. 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.

REFUND POLICY

SCHEDULE THREE

Request for a refund of international student fees

1. The School will consider all requests for a refund of international student fees. Requests should be made in writing to the School as soon as possible after the circumstances leading to a request.
2. A request for a refund should provide the following information to the School:
 - (a) The name of the student
 - (b) The circumstances of the request
 - (c) The amount of refund requested
 - (d) The name of the person requesting the refund
 - (e) The name of the person who paid the fees
 - (f) The bank account details to receive any eligible refund
 - (g) Any relevant supporting documentation such as receipts or invoice.

Non-refundable Fees

3. The School is unable to refund some fees. The following fees relate to expenses that the School may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:
 - (a) **Administration Fee:** Administration fees meet the cost of processing an international student application. Administration fees exists whether an application is accepted or not whether a student remains enrolled after an application is accepted.
 - (b) **Insurance:** Once insurance is purchased, the school is unable to refund insurance premiums paid on behalf of the Student. Students and families may apply directly to an insurance company for a refund of premiums paid.

(c) **Homestay Placement Fee:** Homestay placement fees meet the cost of processing a request for homestay accommodation for the Student prior to the refund request, cannot be refunded. Please note that St Mark's Church School does not arrange Homestay accommodation at this time.

(d) **Portion of Unused Tuition Fees:** The School may retain a portion of unused tuition fees. Amounts retained will be related to costs that have been incurred or committed by the School and may vary.

Request for a refund for failure to obtain a study visa

4. 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.

Requests for a refund for voluntary withdrawal from enrolment - Withdrawal prior to Enrolment

5. If the Student voluntarily withdraws prior to the start dates of their enrolment, a refund of international student fees will be provided less any relevant non-refundable fees set out in policy.

Requests for a refund for voluntary withdrawal from enrolment - Withdrawal after enrolment

6. If the Student withdraws on or after the start date of their enrolment, reasonable written notice is required by the School. 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 set out in this policy.

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

7. If the School fails to provide the agreed course of education or is no longer a signatory to the Code of no longer operates as an international education provider, the School will negotiate with the Student or their family to either:

- (a) Refund the unused portion of international student tuition fees or other fees paid for services not delivered or
- (b) Transfer the amount of eligible refund to another provider or
- (c) Make other arrangements agreed to by the Student or their family and the School.

Where the student's enrolment is ended by the School

8. In the event the Student's enrolment is ended by the School for a breach of the Contract of Enrolment, the School will consider a request for refund less;

- (a) Any non-refundable fees set out in this policy
- (b) Ten weeks tuition fee
- (c) Any other reasonable costs that the school has incurred in ending the Student's enrolment

Where the Student changes to a Domestic Student during the Period of Enrolment

9. If the Student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by the School. 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 outlined in this policy.

Where the Student voluntarily requests to transfer to another signatory

10. If the Student requests to transfer to another signatory after the start date of their enrolment, reasonable written notice of the transfer is required by the School. 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 outlined in this policy.

Outstanding activity fees or other fees

11. 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

12. 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.

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

13. A decision by the School relating to a request for a refund of international student fees will be provided to the student fees will be provided to the Student or Parents 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

14. The Student and their family has the right to take a grievance to the Code of Administrator or Disputes Resolution Scheme in the event they are dissatisfied with a refund decision made by the School.

SUPPORTING DOCUMENTS CHECKLIST *Please attach the following documents to this application*

- A brief written statement with information about the student, why they are wanting to attend St Mark's Church School, interests and hobbies, any sports played etc.

- Previous school reports that support the academic background and level of the student *(in English)*

- Any details about special awards, sports, music or other that will help us to develop the best programme for this student.

- A recent photograph of the student

The terms and conditions appended to this application, form and govern the student's tuition at St Mark's Church School. By signing below, the student, the school and the parents or legal guardians agree to those terms and conditions. Please ensure the terms and conditions are read carefully.
