

**INTERNATIONAL STUDENT APPLICATION FORM AND ENROLMENT AGREEMENT
FREEMANS BAY PRIMARY SCHOOL**



Student Details (Name must be as it appears on your passport)			
Family name:		First name:	
Preferred name:		Date of birth:	
First name:		<input type="checkbox"/> Female	<input type="checkbox"/> Male
Address: (In home country)			
First language:		Country of citizenship:	
Passport number:		Expiry date:	
Intended start date:	Applying for year level: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6		
Intended finish date:			

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

NZ Details of Parents/Caregivers staying with the Student while in NZ	
Name of parent/caregiver:	
Address (in NZ):	
NZ Home phone:	NZ Mobile number:
Email:	

Emergency Contact (In home country, other than parents):	
Contact's name	
Mobile phone	
Home phone	
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?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details:
Please tick the appropriate box if you have suffered from any of the following medical conditions:
<input type="checkbox"/> Asthma <input type="checkbox"/> Back/Neck problems <input type="checkbox"/> Glandular Fever <input type="checkbox"/> Allergy to bee/wasp stings <input type="checkbox"/> Migraines <input type="checkbox"/> HIV or Aids <input type="checkbox"/> Diabetes <input type="checkbox"/> Hepatitis A, B or C <input type="checkbox"/> Epilepsy <input type="checkbox"/> Heart Condition <input type="checkbox"/> Tuberculosis <input type="checkbox"/> ADD or ADHD <input type="checkbox"/> Allergies <input type="checkbox"/> Food Allergies <input type="checkbox"/> Eating Disorder <input type="checkbox"/> Depression/Anxiety <input type="checkbox"/> Other (please state below)
Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details:
Is the student currently on any medication?
<input type="checkbox"/> Yes <input type="checkbox"/> 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?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details:

Learning Information
Does the student have any learning or behavioural difficulties requiring extra school support or services?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details:

General Details	
Has the student previously applied for entry to the school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, when?	
Has the student ever had a family member or relative enrolled at the school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name:	Year attended:
Has the student previously studied at any other NZ school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please state the name of the school:	Dates:
How many years has the student studied English?	[] Months [] Years
Do the student's parents speak or read English?	Speak? <input type="checkbox"/> Yes <input type="checkbox"/> No Read? <input type="checkbox"/> Yes <input type="checkbox"/> No

Other Requirements
Interests: <input type="checkbox"/> Music <input type="checkbox"/> Movies/TV <input type="checkbox"/> Reading <input type="checkbox"/> Outdoor Activities <input type="checkbox"/> Water Sports <input type="checkbox"/> Travel
Other interests:
Does the student have any food allergies or special dietary requirements?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details:

Insurance Details	
State your chosen Travel and Medical Insurance provider:	
Policy number:	
Insurance cover start date: : / /	Insurance cover expiry date: / /
Please provide an English copy of the policy details with this application form.	

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:

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.

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.

Fee means the fee 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.

Parents or Legal Guardians means the parents or legal guardians referred to in the annexed Application Form.

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 school referred to in the annexed Application Form.

Tuition means the education of the Student at the School.

Period of Study means any period for which the Fee is 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.

2. 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.
3. The Parents or Legal Guardians 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 or Legal Guardians and Student understand that the School has an obligation to report any breaches of the immigration requirements to the appropriate immigration authority.
4. The Student must live with a Parent or both Parents in New Zealand during the whole period of study.

5. The Fee must be paid to the School in advance of each Period of Study or as otherwise directed by the School. The Parents or Legal Guardians and the Student agree to comply with school policies regarding the payment of the Fee.
6. If Tuition is terminated by the School during a Period of Study, in accordance with the Act and the Code, any refund of the Fee applicable to that Period of Study will be assessed in accordance with school policies.
7. The Parents or Legal Guardians 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 or Legal Guardians.
8. The Parents or Legal Guardians agree to provide the School with academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents or Legal Guardians 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 Parent or Legal Guardians such fees as required to adequately compensate for such additional requirements.
9. The Parents or Legal Guardians agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. If requested, the Parents or Legal Guardians will provide the School with evidence of the relevant insurance policy.
10. The School shall at all times comply with the Health and Safety at Work Act 2015.
11. Nothing in this Agreement limits any rights that the Parents, Legal Guardians or Student may have under the Consumer Guarantees Act 1993.
12. It is acknowledged that provisions in the Act relating to the suspension, expulsion or exclusion of students will apply to the Student while in New Zealand. Any decision to expel or exclude the Student shall terminate this Agreement and the School's refund policy will apply.
13. The Student will comply at all times with school policies, the Code and the Act, and the Parents or Legal Guardians shall work with the School to ensure such compliance.
14. 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.

15. 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 or Legal Guardians 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.
16. 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. The Parties also 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.
17. 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 or Legal Guardians, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Year of Study with the School.
18. The Parents or Legal Guardians 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 or Legal Guardians and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents or Legal Guardians.
 - (b) If the Student and/or Parents or Legal Guardians 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, than this agreement will be at an end.
- (d) Personal information of the Student and/or Parents or Legal Guardians collected or held by the School is provided and may be held, used and disclosed to enable the School to process the Student's eligibility to receive Tuition at the School and Accommodation.
 - (e) All personal information provided to the School is collected and will be held by the School.
 - (f) The Student and Parents or Legal Guardians 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.
19. Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School.
20. The School's responsibility for the Student ends on the last day of the Period of Study, or in the event that the Student's Tuition is terminated, on the date of termination.
21. The conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Study.
22. Without limiting any obligations set out in school policies, the Parents or Legal Guardians and Student agree that the Student:
- (a) Must comply with school policies;
 - (b) Must comply with all terms of the Accommodation Agreement; and
 - (c) Must maintain an up-to-date visa as stipulated by Immigration New Zealand.
23. 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.
- The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.

REQUESTS FOR A REFUND OF INTERNATIONAL STUDENT FEES

The school will consider requests for a refund of international student fees provided the request is made in writing to the school within twelve months after the final enrolment date of the student.

A request for a refund must set out the circumstances leading to the refund, name the person requesting the refund, name the person who paid the fees, provide a bank account to receive any eligible refund and provide any relevant supporting documentation.

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REFUND OF TUITION FEES

REQUESTS FOR A REFUND FOR FAILURE TO OBTAIN A STUDY VISA

If an international student fails to obtain an appropriate study visa, a refund of international student tuition fees will be provided less an administration fee of \$500.

REQUESTS FOR A REFUND FOR VOLUNTARY WITHDRAWAL:

If an international student voluntarily withdraws prior to the start date of their enrolment, a refund will be provided less an administration fee of \$ 500.

If an international student voluntarily withdraws after the start date of their enrolment, a minimum of ten weeks notice of withdrawal must be received by the school in writing. Where notice of less than 10 weeks is given, one full term's fees will be retained.

Administration fees are non-refundable after the student has started their course. The school, may in its sole discretion, request further information or evidence in support of a refund request.

REQUESTS FOR A REFUND FOR FAILURE TO PROVIDE A COURSE, CESSATION AS A SIGNATORY OR CESSATION TO BE A PROVIDER:

If the school fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the school will negotiate with the the family to either: Refund the unused portion of international student tuition fees or other fees paid for services not delivered or transfer the amount of any eligible refund to another provider.

CIRCUMSTANCES WHERE NO REFUND WILL BE MADE

No refund of international student tuition fees will be made where: A student's enrolment is brought to an end by the school, or where a student changes to domestic student status during the period of enrolment, or where a student voluntarily requests to transfer to another signatory.

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REFUND OF OTHER FEES

REQUESTS FOR A REFUND OF FEES UNUSED AT THE END OF ENROLMENT

Prepaid fees will be refunded into a nominated bank account.

OUTSTANDING ACTIVITY FEES OR OTHER FEES

Any activity or other fees incurred by a student during enrolment and unpaid at the time of withdrawal, will be deducted from any eligible refund.

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.

EXECUTION

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:

Name(s): _____

Signature(s): _____

Date: _____

School

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

Name: _____

Signature: _____

Date: _____

Student

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

Name: _____

Signature: _____

Date: _____