



PART THREE:

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

**INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT
(When placing a student in a School Approved Homestay)
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 this Agreement.
- Accommodation Requirements** means the rules and requirements of the Accommodation as set out in Schedule One.
- Agreement** means this Accommodation Agreement between the Student, School, and Parents which governs the Student's Accommodation arrangements.
- Application Form** means the standard enrolment application form.
- Code** means the Education (Pastoral Care of International Students) Code of Practice 2016 as updated from time to time and available online at www.legislation.govt.nz under Education (Pastoral Care of International Students) Code of Practice 2016.
- Contract of Enrolment** means the agreement between the Student, the School and the Parents which governs the Student's Tuition.
- Homestay** has the meaning as set out in the Code.
- Parents** means the Parents referred to in the Application Form.
- Residential Caregiver** means the person responsible for the Student at the Accommodation.
- Residential Caregiver Agreement** means an agreement between the School and the Residential Caregiver.
- School** means the school referred to in the Contract of Enrolment.
- Student** means the International Student residing at the Accommodation as referred to in the Application Form.
- Tuition** means the education of the Student at the School.
- All other terms have the same meaning as in the Contract of Enrolment.
2. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to reside at an Accommodation approved by the School using the process set out in the Code.
3. 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.
4. 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 Parent 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.
5. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
- (a) the Residential Caregiver and the School entering into a Residential Caregiver Agreement; and
- (b) the School's usual requirements and policies in relation to the Accommodation.

Initialed by: _____(parent) _____(student)

6. The School will ensure that to the best of its ability:
- (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
 - (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
 - (c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the School;
 - (d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and
 - (e) The Student only engages in lawful, responsible and positive recreational activities outside of School.
7. Unless otherwise agreed in writing by the 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.
8. The School will seek specific written consent from the Parents for leisure travel or overnight stays of more than seven days or results in the Student missing any scheduled school days.
9. The Student shall seek specific written consent from the School before the Student, being a Student of any age, participates in any activities while in the care of the Student's Homestay or Residential Caregiver (where applicable) which are considered to be adventure activities or extreme sports. The School shall only give such Consent where approved by the Parents in terms of the Contract of Enrolment.
10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular check-ins with both the Student and the Residential Caregiver.
11. 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.

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 Enrolment.

Termination

16. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
17. If the Student is suspended, expelled or excluded from the School, the 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.

Initialed by: _____ (parent) _____ (student)

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.

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.

Signing

Accommodation Requirements
(Schedule One)

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

1. To comply with all laws of New Zealand.
2. Not to engage in any social or leisure activities that may place them, other persons, in undue danger or risk of harm. This includes the Student putting 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 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.
5. 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.
6. To keep the Homestay parents informed of their whereabouts at all times.
7. To stay at the Homestay address daily and not to travel overnight outside of the town or city (as defined by the School) where the student is living without prior written permission of the School. This clause shall not prevent the Student travelling between the Homestay and the School.
8. To respect the privacy, values and property of the Homestay.

SIGNING

Parents

By signing below, 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: _____

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:

Initialed by: _____(parent) _____(student)

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 the School (the **Agreement**).

School Name: _____ (the **School**)
Student's Name: _____ (the **Student**)
Mother's Name: _____
Father's Name: _____ (together the **Parents**, each a **Parent**)
Name of relative
or close family friend: _____ (the **Designated Caregiver**)
Address: _____ (the **Residence**)

AGREEMENTS

1. The Student and the Parents are 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. 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.
5. Approval is required from the School prior to the Student's placement with the Designated Caregiver.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. The Parent/s agree that the School is not responsible for the Student's care while in the care of the Designated Caregiver.
12. 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.
13. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.
14. 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.

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: _____ Signature: _____

Date: _____

Initialed by: _____ (parent) _____ (student)