



HILLCREST HIGH SCHOOL

HAMILTON, NEW ZEALAND

Terms and Conditions of Enrolment

Hillcrest High School, Hamilton, New Zealand has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students. Copies of the Code are available for download from the NZ Qualifications Authority website at: <http://www.nzqa.govt.nz/providers-partners/caring-for-international-students/>

1. Study Programme

- 1.1 Students apply for and are offered a place at Hillcrest High School based on a Study Programme.
- 1.2 An English placement test administered by Hillcrest High School will assist in determining whether students are eligible to study at a specific Year level.
- 1.3 Prior learning may be required for senior subjects, NCEA Levels 1-3. If prior learning conditions are not met a student will be required to study a subject or subjects at a lower level to acquire the necessary learning to study at more advanced levels.
- 1.4 Hillcrest High School reserves the right to vary a student's study programme to ensure English language proficiency and prior learning conditions are met. Should students test at a very low English level, they may be required to attend a language school for pre-High School tuition before commencing their studies at Hillcrest High School.

2. Basis of Contract and Payment Terms

- 2.1 Hillcrest High School, Hamilton, is administered by the Hillcrest High School Board of Trustees. These terms form a contract between the Hillcrest High School Trust Board and:
 - a) The student if over 18
 - b) The parents of the student if under 18.
- 2.2 An Offer letter will be issued to the student along with these Terms and Conditions of Enrolment, an invoice, a copy of The School Rules, where applicable an Authority to Communicate, the appropriate accommodation forms along with a summary of the Code of Practice for the Pastoral Care of International Students.
- 2.3 A student's place at Hillcrest High School, Hamilton will not be confirmed until fees have been paid and all documentation completed.
- 2.4 Tuition fees must be paid in full on a student's acceptance at the school or a date nominated by the school. When a school Homestay is requested, a minimum of two term's Homestay fees must also be paid prior to commencement.
- 2.5 The contract between the Hillcrest Board of Trustees and the student/parents is not in effect until these fees have been fully paid.
- 2.6 Hillcrest High School reserves the right to amend fees and these Terms and Conditions of Enrolment. Changes to these Terms and Conditions of Enrolment will apply to both future and current students. For the latest information refer to: www.hillcrest-high.school.nz.
- 2.7 If Assessment post-enrolment indicates evidence of special learning needs, then the parents/legal guardian must cover the costs of meeting these needs. If the school is unable to provide a suitable programme the student will be sent home.

2.8 Students staying in New Zealand over the summer period (December and January) must be enrolled in a suitable educational or holiday programme and under supervision arranged by their parents. These arrangements must be approved by Hillcrest High School.

The enrolment agreement with a graduating Y13 student terminates at the end of the school year. Code obligations also terminate at this time. The school does not support and is not responsible for students who remain in New Zealand after graduating from Year 13.

3. Alteration of Study Dates and Refunds

3.1 Students who have accepted and paid for a Study Programme must commence study on the date indicated on their offer letter. The school must be advised of any change, in writing, one month prior to the original start date in the offer letter. Failure to inform the school will mean the forfeit of some fees. Hillcrest High School Trust Board reserves the right to terminate this contract and apply the refund conditions below if no valid reason is provided for a student not commencing on the agreed study date.

3.2 Cancellations, refunds and fees protection

- If a student withdraws before **the start of a course**, fees will be refunded in full, less an administration charge of NZ\$700.00 to cover costs incurred by the school.
- No refund will be given for departures after the commencement of studies unless there are special circumstances.
- No refund will be made to students who transfer to another school.
- No refund will be made to a student who is excluded or expelled from the school by the Board of Trustees.
- If a student's position at school or in their homestay is withdrawn due to unacceptable behaviour and they leave Hillcrest High School, no refund will be made.
- One term's notification must be given of any intention to apply to NZ Immigration for a change of immigration status. Any refund will apply from the start of the term following confirmation and the issue of the new Visa conditions.
- If an application for a refund is made after studies have commenced and special circumstances accepted, any refund will be less the Administration fee, less any money owed to the school by the student and less any costs incurred by the school relating to the student.

Any application for a refund of fees due to special circumstances must be made in writing by the parents, explaining the reasons for the change. Notification of a withdrawal should be given one term in advance. The request for a refund should be forwarded to the International Director, Hillcrest High School.

At the discretion of the Principal or Board of Trustees, the conditions of this refund policy may be varied to the advantage of the student in recognition of special circumstances. Any approved refund will be made within 21 days to the nominated Bank Account.

3.3 Fees Protection

The Hillcrest High School Board of Trustees guarantees all fees are protected and identified separately as “Funds from International Students.” If a student who has left is entitled to a refund, this will be approved within 21 days of a written application being received.

4. Accommodation Requirements and Arrival

4.1 Accommodation: International students must comply with Hillcrest High School Accommodation Policies and Code of Practice conditions, both in term time and during holidays. Students must live either with their parent/s, a Hillcrest High School caregiver or a Designated Caregiver, in an arrangement approved by the school. Flatted accommodation is not permitted. Caregivers must agree to an electronic Police check (Police vetting).

4.2 The school may approve International Students staying with friends or relations for short periods. In such cases, strict protocols will be applied, including:

- a) Parent notification and approval where applicable.
- b) Confirmation of a responsible adult being present in the home.
- c) Provision of contact names, addresses and telephone numbers.
- d) Provision of a school contact telephone number.

Longer holidays require the completion of the holiday application form.

4.3 Parents must sign the appropriate Parental Homestay Agreement as part of the enrolment process if choosing a school arranged homestay.

4.4 Parents may choose to appoint a trusted person to make decisions on their behalf regarding the care of their children called a **Designated Caregiver**. They must be a close family friend or relative and proof of relationship must be supplied. Parents sign a **Designated Caregiver Statement** and the Designated Caregiver signs an **Indemnity** form.

Hillcrest High School reserves the right to reject any homestay selected by a parent not living in New Zealand. The School also requires access to any homestay chosen by a parent not normally resident in New Zealand for purposes of assessment as required by the Code of Practice. This assessment must be completed before a student moves into the homestay. (See also 15.1)

Should suitable accommodation not be available to a student, their enrolment at Hillcrest High School will end and the student will leave Hillcrest High School. This Agreement is subject to the student being placed in accommodation that is approved by the school. The school will make every reasonable attempt to provide approved accommodation for the student and the student agrees to comply with all expectations and conditions for living in School approved accommodation.

4.5 Arrival

Hillcrest High School, Hamilton must be notified, with full flight details, of the proposed arrival date of a student in New Zealand. This notification must occur at least 10 working days prior to arrival.

4.6 All Hillcrest International Students, who do not have parents or a Designated Caregiver accompanying/meeting them, must be met at Auckland International Airport by an approved School representative. For school arranged collections an airport ‘pick-up’ fee will be charged for this service. If a student is not at the airport as advised, this fee will still be charged and a further fee charged for a subsequent ‘pick up’.

5. Travel within New Zealand

All travel within New Zealand must be approved in advance by Hillcrest High School. Hillcrest High School reserves the right to reject the travel plans of students if they do not comply with the School's supervision requirements or the school's protocols for visiting friends or relatives. Students under the age of 18 years will not be permitted to travel independently during their period of study with Hillcrest High School.

6. Attendance

6.1 International students are expected to attend every school day and meet all study requirements. They are encouraged to join appropriate extra –curricular activities, an integral part of the school's programme.

6.2 If a student is absent from school for medical or personal reasons the school receptionist should be notified on the morning of the absence. On their return, students must provide the school with written documentation e.g. a letter written by the parent/homestay parent, or a medical certificate for a longer absence.

6.3 Repeated unexplained absences will be considered abandonment of the Study Programme. In such a case the student's enrolment may be cancelled and the refunds policies apply. Before this action is taken, the school will issue a written warning to the student as well as parents or designated caregiver.

6.4 Hillcrest High School will liaise with the New Zealand Immigration Service should a student not meet attendance and study requirements.

7. Immigration and Visas

7.1 Full details of visa and permit requirements are available through the New Zealand Immigration Service, and can be viewed on their website at www.immigration.govt.nz.

7.2 A student visa is required for study longer than 3 months. It is the responsibility of parents, where students are under 18, or students who are over 18, to ensure compliance with visa requirements. Hillcrest High School will supply an offer of place, evidence of fees payment and confirmation of accommodation arrangements. It will also assist with submitting applications to New Zealand Immigration Services if this is requested.

8. Health

Should it be considered necessary the school is given permission to seek professional medical advice and assistance for the International Student. Any professional medical advice and counselling not covered by student's Medical Insurance must be paid for by parents as an additional expense.

In the event of an emergency procedure being required, Hillcrest High School is given authority to take such measures as are required and recommended by the appropriate medical professionals until the parent(s) can take this role.

Medical and Travel Insurance

8.1 Most students are not entitled to publicly funded health services while in New Zealand unless they are:

a) A resident or citizen of Australia or **b)** A national of the United Kingdom;

8.2 If not from these categories and you receive medical treatment during your visit, you will be liable for the full costs of that treatment. Hillcrest High School requires you to have a New Zealand based medical insurance policy that will cover the costs of medical treatment for the duration of your stay in New Zealand.

The school can organize this insurance before you arrive in New Zealand using a recognized company such as Uni-care or Orbit Protect. Translations of rates and benefits and information can be viewed at www.uni-care.org or www.orbitprotect.com. Payment must be made along with tuition fees

8.3 If a parent or recruitment agency wishes to organize their own insurance for a student this must be equal to or better than these policies and be New Zealand based. A copy of the policy must be supplied to Hillcrest High School prior to the student's commencement at the school. Families may have their own insurance in addition to the school's compulsory insurance if they choose.

8.4 Insurance is required to cover your travel to and from New Zealand.

9. Discipline and Termination of Enrolment

9.1 All students are expected to abide by the laws of New Zealand, the Terms and Conditions of Enrolment, the Homestay Rules and the Hillcrest High School Rules. Penalties and disciplinary procedures will apply in the event of a failure to do so. Penalties may include suspension, exclusion or expulsion from the school, and in the case of exclusion or expulsion, forfeiture of tuition fees.

9.2 Warning

The following offences may result in immediate exclusion or expulsion from the school:

- a) The possession of or dealing in drugs in school, in a homestay or the community.
- b) The use of violence towards students, staff or homestay family.

The following offences may result in suspension, exclusion or expulsion:

- a) Theft in and around school or homestay
- b) Deliberate damage to school or homestay property
- c) Disobedience of Homestay Guidelines.
- d) The use of alcohol and tobacco in and around the school.
- e) Repeated and unexplained absences from school.

9.3 Unacceptable behaviour resulting in suitable accommodation not being available will mean the enrolment will end and the student will leave Hillcrest High School. In all instances of a major offence, parents will be immediately informed. The International Director, or appropriate staff member deputizing for the Director, will be present at any disciplinary hearing that may result in suspension, exclusion or expulsion. In such circumstances, a student also has the right to ask others to give evidence and to be represented by an independent person. The principles of fairness and natural justice will be applied in the investigation of any major offence.

The parties agree that all relevant provisions of the Education Act 1989 shall apply to the student in New Zealand. Any decision under these provisions to expel or exclude the Student will follow the Ministry of Education's guidance for school's on stand-downs, suspensions, exclusion and expulsion and shall terminate this Agreement,

10. Use of a Car

10.1 International Students enroll at Hillcrest High School on the understanding that the school has the right to decide if a student will be allowed to use and own a car. The school reserves the right to decide whether a student will be allowed to drive to and from school. All vehicles must be registered with the Deputy Principal. A minimum of third party insurance is compulsory.

10.2 Conditions of Use

- a) Students must have either a New Zealand Restricted or Full license. An International license is not accepted.
- b) Students must comply with the rules of New Zealand and in particular, must not drink and drive or transport another student while on a restricted license.
- c) Students must not transport another student unless they have a full license and parental authority has been given to the International Director and the Deputy Principal by both students' parents.
- d) Students must drive in a safe manner to and from school and within the school campus.

11. Student Complaints/Grievance Policy

11.1 Hillcrest High School has a Complaints policy. Initial complaints by students or parents should be submitted to the International Director. An answer will be given once the complaint has been investigated. If the issue raised is important, parents will be informed.

11.2 Study Programme and other School related complaints:

Complaints should be directed to the International Director. All complaints and outcomes will be recorded on a student Incident sheet. Any decision reached will also be recorded on this sheet. Every student has the right to request that a decision be reviewed by the Principal or the Board of Trustees. If a student feels that the issue has not been resolved fairly, the student may then refer the issue to the International Student Contract Dispute Resolution Scheme as per section 11.5.

11.3 Homestay Complaints

Complaints or issues relating to homestays should be directed to the International Student Director in the first instance. All complaints will be recorded on a student Incident sheet along with any decision reached. Every student has the right to request that the decision be reviewed by the Principal. If a student feels that the issue has not been resolved fairly, the student may then refer the issue to the International Student Contract Dispute Resolution Scheme as per section 11.5.

11.4 Financial Issues

Issues relating to the payment of fees and refunds are clearly stated in the Terms and Conditions of Enrolment. The Principal will deal with any queries. Decisions will be conveyed in writing to students or parents as appropriate.

11.5 External Procedures

Should a student believe they have an issue that has not been resolved fairly by Hillcrest High School, the student may refer the issue to the International Student Contract Dispute Resolution Scheme. If this does not resolve your complaint, can contact the New Zealand Qualifications Authority (NZQA) by phone on 0800 697 296 or email qadrisk@nzqa.govt.nz Or, if it is a financial or contractual dispute, you can contact Fairway Resolution by phone on 0800 77 44 22. See the Fairway Resolution website: www.fairwayresolution.com/istudent-complaint

12. Limitation of Liability

The liability to the student or parents of the Hillcrest High School Trust Board (howsoever caused) in any matters relating to the Terms and Conditions of Enrolment, any homestay accommodation organised by Hillcrest High School, and the student's Study Programme will be limited to the return of tuition fees.

13 The Privacy Act 1993

- 13.1** Personal information on the Application Form or other school documents will be held by Hillcrest High School and may be used by any staff of Hillcrest High School for the following:
- a) The Calculation of fees,
 - b) monitoring students' academic progress,
 - c) administration of examinations and assessment,
 - d) maintenance of order and discipline,
 - e) providing student support services and
 - f) ensuring student welfare.
- 13.2** Students and parents must inform Hillcrest High School of their correct address and contact details and advise the school immediately of any changes to this information. Changes to homestay accommodation must be advised immediately. A contact person in case of emergency is also required.
- 13.3** Students and parents consent to the disclosure of any personal information held by Hillcrest High School to the following:
- a) Any part or department of Hillcrest High School;
 - b) The New Zealand Immigration Service;
 - c) The student's approved agent(s) or Designated Caregivers;
 - d) The student's homestay accommodation provider;
 - e) To any professional person where, in the school's opinion, it is in the interests of the student to provide the information;
 - f) 'Guardians' and emergency contacts as set out in the enrolment forms;
 - g) or pursuant to any statutory or legal duty.
- 14. Use of Recruitment Agents to Enrol in Hillcrest High School**
- 14.1** Students or parents who use agents to enroll in Hillcrest High School should ensure that the agent they use is an approved agent. Approved agents will hold a current contract and representation certificate. If a student/parent chooses to use the services of an agent not authorized by holding a current contract with the Hillcrest High School Trust Board, then Hillcrest High School is not liable for any losses incurred by the student or misleading information provided by the agent.
- 14.2** Students are entitled to ask approved agents for:
- a) A copy of the Code of Practice for the Pastoral Care of International Students.
 - b) The Hillcrest High School Trust Board Terms and Conditions of Enrolment
- We recommend that students or parents ask for these in their own interests.
- 14.3** If students or parents are unsure of information provided by their agent, they should check the School web-site or contact the school directly.
- 14.4** If you wish to change Recruitment Agent, this must be confirmed in writing with an acceptable reason for the change. Changing Agents will not be possible once confirmation of acceptance at Hillcrest High School has been issued unless there are extreme circumstances.

15. School – Parent Communication

15.1 Designated Caregiver

Hillcrest High School generally accepts international students on the understanding that it will communicate directly with parents in all matters to do with each international student's pastoral care, academic progress and welfare.

However, parents may choose to appoint a Designated Caregiver to provide care and accommodation for their child and to communicate with the school. This person must be a relative or close family friend.

In this case, parents sign a **Designated Caregiver Statement** which must be returned with all other Enrolment documents. By signing this Statement, parents are informing the School that all communication by the school will be through the Designated Caregiver. Conversely, the School will act on the understanding that the Designated Caregiver is a person trusted by parents who has the authority to make decisions on the parents' behalf. The Designated Caregiver will be resident in New Zealand.

15.2 Parents may prefer to communicate directly with the school but also require the assistance of a trusted person to communicate in English. In this situation, parents will sign an **Authority to Communicate** which must be returned with all Enrolment Documents.

The person or persons with this authority can be resident in New Zealand or live overseas. By signing this Authority, parents are indicating that they trust the person(s) appointed to act in a timely manner when facilitating communication between school and parents.

Hillcrest High School will act on any communication with the person(s) with this authority as if the contact was directly with parent(s).

***IT IS NOT NECESSARY TO RETURN THE WHOLE AGREEMENT.
PLEASE COMPLETE THE LAST PAGE AND RETURN BY EMAIL
(rselby@hillcrest-high.school.nz)***

9)

TERMS AND CONDITIONS INTERNATIONAL STUDENTS

16. Use of photos and Images

Permission is given for photos and images of the International Student to be used in promotional and educational material, both hardcopy and electronic.

17. Governing Law and Jurisdiction

These Terms and Conditions of Enrolment are governed by the laws of New Zealand. The parties agree to submit to the exclusive jurisdiction of the New Zealand Courts on all matters relating to Terms and Conditions of Enrolment.

18. Language

These Terms and Conditions of Enrolment are intended to be read in the English Language. Where these Terms and Conditions of Enrolment have been translated into another language, this is for information purposes only and the English language version will govern.

I have read and understood the Hillcrest High School, Hamilton, Terms and Conditions of Enrolment and agree to abide by them.

I have read and understood the refund and fee protection policies.

This agreement applies to the 2017 Academic Year, 31/01/2017 to 12/12/2017.

Students Name

Signatures and names of both natural parents or Legal guardians:

1. Surname/Family name: _____ **First Name:** _____

(Father)

Date: _____

Signature: _____

Address:

Phone:

Email:

2. Surname/Family name: _____ **First Name:** _____

(Mother)

Date: _____

Signature: _____

Address:

Phone:

Email:

Signed on behalf of Hillcrest High School:

Raelyne Selby

International Director

Date

9.11.16