



TUITION AGREEMENT/DOCUMENT

This Tuition Agreement forms part of the Application Process, by the parents for their daughter to attend Westlake Girls High School. It is to be read in conjunction with, and completion of, the Westlake Girls High School International Student Application Form (Enrolment Form). By Signing the Westlake Girls High School International Student Application Form and Tuition Document parents and students are acknowledging they have read and understood and agree to abide by the contents of this document.

STUDENT TUITION INFORMATION

1. Westlake Girls High School (hereinafter referred to as the School) shall provide tuition to the Student in accordance with the New Zealand Ministry of Education Code of Practice for the Pastoral Care of International Students (administered by the New Zealand Qualifications Authority – NZQA) and the laws of New Zealand in return for an annual fee as outlined in the Schedule of Fees.
2. The Student shall comply with the rules and policies of the School and with the reasonable instructions of the teachers of the School.
 - 2.1 I understand and will abide by the conditions and rules as set out in the school's IT/Computing/Cybersafety Use Agreement. I further understand that there may be consequences (including the possible loss of access and even disciplinary action) if I should commit any breach of these conditions. (See Cybersafety Policy).
3. The parents of the Student authorise staff of the School to:
 - 3.1 Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational and welfare information;
 - 3.2 Receive financial information relating to the Student including bank account details, debt and/or income details of the Student;
 - 3.3 Provide consents in respect of any activity carried out and authorised by the School;
 - 3.4 Provide necessary consents on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents.
4. The Parents irrevocably authorise the Principal (and their representative) of the School to advise the Student's homestay hosts of all matters and information required to be provided to parents of any students under the laws of New Zealand. The Parents irrevocably authorise the School to obtain information regarding the Student from the homestay hosts.
5. The Parents agree to provide the School with academic, medical or other information relating to the well-being of the Student as may be requested by the School.
6. The School shall ensure the safety, health and well-being of the Student but shall not be liable for any damage or harm caused to the Student or the Student's property. In addition, the school is a signatory to the Code of Practice for the Pastoral Care of International Students.

7. In any event, the School's liability in relation to the supply of tuition services to the Student is limited to the amount of fees paid by the Student for the provision of the services in respect of which liability arises.
8. Nothing in this Agreement limits any rights the Parents and/or the Student may have under the Consumer Guarantees Act 1993.
9. Either party may terminate this agreement at any time upon (one term) written notice being given to the other party. If the agreement is terminated the refunds policy for international students shall apply.
10. It is acknowledged that all relevant provisions of the Education Acts shall apply to the Student in New Zealand. Any decision under these provisions to exclude or suspend the Student for a specified period shall terminate this agreement and the refunds policy shall apply. The parents shall have no claim in damages or for any compensation if this agreement is terminated in these circumstances.
11. Neither party 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.
12. This agreement shall be construed and take effect as a contract made in New Zealand and will be governed by New Zealand law, and the Student and Parents submit to the exclusive jurisdiction of the New Zealand courts.
13. Notices given under this agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post shall be deemed to have been received 5 working days after posting.
14. This agreement contains all of the terms, representations and warranties made between the parties and supersedes all prior discussions and agreements covering the subject matter of this agreement.
15. The Parents and the Student acknowledge that:
 - (a) Personal information of the parents and/or Student collected or held by the School is provided and may be held, used and disclosed to enable the School to process the application for tuition, provide tuition and homestay services to the Student, provide to the Student and/or Parents advice or information concerning products and services the School believes may be of interest to the Student and/or parents and to enable the School to communicate with the Student and/or parents for any purpose;
 - (b) All personal information provided to the School is collected and will be held by the School at 2 Wairau Road, Takapuna, Auckland, New Zealand;
 - (c) If the Student/Parents fail to provide any information requested in the Application Form for tuition, the School may be unable to process the application;
 - (d) The Student/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

Pre-entry Requirements:

International Students are required to meet the pre-entry requirements of any subject as outlined in the WGHS Curriculum Handbooks (available on the website).

International Students must meet minimum English Language requirements. Each student will be assessed for language proficiency on entrance to Westlake Girls High School and will be placed in an appropriate academic English course (ESOL, Foundation English, or English for Academic Purposes).

International students undertaking a course of study must meet attendance and course completion requirements.

The International Manager and International Student Coordinator (and representatives) will monitor students' progress, course completion requirements and school reports. Reports will be sent to the student's parents to keep parents informed of their daughter's progress.

If the student's attendance and/or work remain below the set standard, the International Manager, or International Student Coordinator (or representative) may advise the student not to enter a particular external examination and inform the parents.

ATTENDANCE

Westlake Girls High School may terminate the student's contract with the school if the student 'fails to attend school for less than 100% of lessons. All absences must be explained in writing by the caregiver. Absences due to illness of more than 3 consecutive school days must be supported by a New Zealand registered doctor's certificate. All requests for leave must be in writing and signed by the caregiver. Westlake Girls High School undertakes to notify the student and parents that absence levels are unacceptable to enable the situation to be rectified.

BEHAVIOUR

Westlake Girls High School may terminate the student's contract with the school if the student:

- Behaves violently, either physically or verbally, towards another student or staff member.
- Acts in an offensive manner towards another student or staff member.
- Is convicted of a criminal offence.
- Is found in possession of any illegal drug or illegal substance either in or out of school.

FEES PAYMENT

Westlake Girls High School may terminate the student's contract with the school if the student's fees are not paid in full by the specified time.

FEES REFUND POLICY

Westlake Girls High School will refund tuition fees only on the following conditions:

A request for refund of tuition fees must be given in writing by the parent or guardian of the student or her duly appointed agent.

A request in writing for the refund of tuition fees must clearly state to whom the refund of tuition fees is to be made.

Westlake Girls High School will retain that portion of fees for which tuition has been given.

No refund will be given for any term commenced by the student. A student is deemed to have commenced a term unless a request, in writing, by the parent, guardian or duly appointed agent is given to the school **before the end of the last day of the previous term.**

No refunds will be given once the student has commenced the second half of her course.

Westlake Girls High School will retain from the balance of the tuition fees the following amounts:

- An administration charge of 10%
- Any sums owing in regard to loss of text books, class trips and like activities.
- Where Westlake Girls High School has incurred expenses in establishing a special programme or activity in direct response to the student's arrival at Westlake Girls High School, the school may withhold one extra terms tuition fees to cover these expenses.

No refund will be made to a student who is expelled or excluded from the School by the Board of Trustees.

No refund will be made for students who transfer to another school or institution.

No refund will be made for students who return to their home country for any reason other than the student's serious illness or death or the serious illness or death of a close family member.

No refund will be made to a student enrolled at the school prior to the 1 March who becomes a permanent resident or whose parents obtain work permits, after 1 March in any year.

The Administration Fee is not refundable

FEES PROTECTION POLICY

Westlake Girls High School has developed a fees protection policy in accordance with Section 7.2.4 of the Code of Practice for the Pastoral Care of International Students:

- To ensure in the event that the school is unable to continue to provide tuition, that the unspent portion of the fees is available to be returned to the student.
- To ensure that funds from international students are accounted for separately from other School accounts and in such a way that individual student contributions can be protected and monitored.
- To ensure that international students' payment may be drawn down in accordance with the School's Refund Policy.

HOMESTAY POLICY

Westlake Girls High School will make every endeavour to ensure the safety and welfare of the student while studying in the school. Should there be a concern about the welfare of the student, the school will consult the pastoral care staff within the school and will discuss the concern with the designated caregivers and parents of the students. Should Westlake Girls High School have any concerns regarding the welfare of the student, the school may relocate the student to an approved School Homestay. If necessary, the school will also refer the matter to the relevant welfare authorities or any other appropriate outside agencies.

The school will ensure that accommodation for all International students is compliant with the Code of Practice for the Pastoral Care of International students.

There are only **three types** of Accommodation for International Students attending Westlake Girls High School

1. Homestay accommodation

Living with a homestay family which is arranged and approved by the school. A Homestay placement Fee of \$350 is charged for this service and any subsequent change, requested by the student/their family. A minimum of two weeks paid notice must be given to the host family.

2. Designated Caregiver

Living with a DCG (Designated Caregiver). A DCG is a person who has been designated by the family to take care of the student. This person must be a relative or a close family friend. The parents will have signed a declaration stating that this person is either of these and is very well known to them. A member of the International Staff will visit the home prior to the student's arrival /moving in to confirm that this is a suitable and safe environment for her to live in. The 'Designated Caregiver Monitoring Fee' will apply **(Your daughter must never move into a DCG without permission from the International Department).**

3. Parent

Living with one or both parents who will have a Guardianship Visa. This means they have been granted permission to stay in New Zealand and look after their daughter, while she is studying. If for the some reason the parent has to return to their own country. **They must advise the International Department**

before they leave. This is very important, so that alternative accommodation can be arranged or approved for the student.

Students are not permitted to live alone or in a flatting situation with other students, regardless of their age.

If Westlake Girls High School provides accommodation with a homestay family, the student's contract may be terminated if the student's behavior in this homestay is such that no other homestay can be found.

All homestays are carefully selected and monitored to ensure that appropriate standards are maintained. Furthermore all Designated Caregivers are monitored and regularly visited.

Police vetting is required of all caregivers and residents of a household aged 18 or over excluding International Students.

The School will ensure all caregivers are aware that the school is a signatory to The Code of Practice for Pastoral Care of International Students. The School will provide clear guidelines to the caregivers and the students and outline the divisions of responsibility between the School and the caregiver. ***Parents/Agents/Student should never transfer any monies directly to a Westlake Homestay family under any circumstances. Homestay families do not hold responsibility for managing the student funds and should not be approached to do so.***

Homestay Authorisation

The New Zealand government has developed the Education (Pastoral Care of International Students) Code of Practice 2016 (the new Code of Practice). This replaces the 2010 Code of Practice. The new Code of Practice was released in March 2016, and applies from 1 July 2016. A code requirement is that it is obligatory for Westlake Girls High School to ensure that all International Students reside in a safe environment. Westlake Girls High School must therefore approve of the homestay environment and arrangements even if Westlake Girls High School has not placed your daughter in her current homestay.

1. All adults normally residing at the address in which your daughter has been placed by you must undergo a New Zealand Police Check.
2. The International Manager or representatives must be given approval to regularly visit the address at which your daughter is residing to ensure that the environment is safe.
3. If after the New Zealand Police Check and/or the visit by the International Manager or representatives the homestay is not deemed to be a safe environment, your daughter must be placed as soon as practically possible into a safe environment. Failure to do so will terminate her position at Westlake Girls High School and the New Zealand Immigration Service will be informed that your daughter is no longer a student at Westlake Girls High School.

Change of Designated Caregiver

If you are considering changing your daughter's Designated Caregiver- It is your (or your designated agent's) responsibility to notify the school **prior** to any changes of your daughter's living arrangements.

This includes, but is not limited to, the introduction of any adult over the age of 18 to the household for whom a New Zealand Police Check will need to be made and to any change of address. Any approval for proposed changes must be given by Westlake Girls High School before the changes are put into effect.

A designated caregiver must be a relative or close family friend. Parents (not the agent) must attest to this in writing.

INTERNATIONAL STUDENTS DRIVING

International Students are not permitted to own or drive a car whilst studying at Westlake Girls High School.

IMPORTING GOODS INTO NEW ZEALAND

Only items for the student's personal use should be delivered to their homestay address (or any other address) in New Zealand. **They are not permitted to receive goods for other people or sell items that have been delivered to their address whilst studying as a Westlake Girls' student.**

Please see over regarding important information from New Zealand Customs that students and parents should be aware of:

- Goods mailed into New Zealand may be subject to import duty. Import duties are calculated on the Customs value of the goods in New Zealand Dollars.
- The goods may also be subject to Goods and Service Tax (GST) of 15%. Based on the Customs value of the goods, and including the duty (if any) and postal/courier charges.
- Goods liable for duty and GST of NZ\$50 or more cannot be released until the charges are paid.
- There will also be an import entry transaction fee (IETF) and MPI biosecurity system entry level of \$48 charged additionally on items.
- Regular importation of items will require you to register with IRD as an income earner declaring all income earned and regularly filing tax and GST returns.

TRAVEL AND ACTIVITIES DURING SCHOOL HOLIDAYS AND WEEKENDS POLICY

International Students **are not permitted** to travel around or out of New Zealand unsupervised at any time during their period of study with Westlake Girls High School, unless they are flying directly home to their own country.

The International Department can advise students of suitable approved tours that are available. (Additional costs will be incurred for these trips.) Before undertaking any of these trips, a Leave Form should be completed which includes written permission from both the parents and homestay/designated caregiver. For further information and Leave forms see the International Office or www.westlakegirls.school.nz (international)

CYBERSAFETY POLICY

This Cyber safety Policy applies to all employees of the Board (i.e. teaching, support and ancillary staff) and to all students. It also applies to teachers and other professional trainees assigned to the school from time to time and relief teachers.

Objectives

This policy is designed to meet the school's statutory obligations to maintain a safe learning environment and to consult with the community. As well, the Board is aware of its responsibilities to be a good employer. The overall goal is to maximize the educational benefits of communication technologies while minimizing the risks.

Procedures

Use of the Internet and other communication technologies at Westlake Girls High School is to be limited to educational and personal usage appropriate in the school environment. Appropriate use also includes staff professional development.

'Other communication technologies' include all hand held devices.

The communication technologies at Westlake Girls High School are available to staff and students under certain conditions, as outlined in their signed Use Agreements. The school will make basic training available for staff using these technologies. Associated professional development needs will be considered.

Appropriate Cybersafety measures will be put in place and enforced by the school. In order to ensure the safety of the school learning environment, action will be taken if these safety regulations are breached by students or staff.

Serious misuse of ICT facilities will result in restricted access or total withdrawal of access to facilities. The Principal will report regularly to the Board on the school implementation of this Board policy.

Guidelines

1. All students must read and sign a Cybersafety Use Agreement outlining the regulations and conditions under which computers, bring your own devices and digital communication technologies may be used while at school or in any way which affects the safety of the school learning environment. The agreement must also be signed by a parent/caregiver.
2. The provision of wireless internet access enables students to use their personally owned devices unsupervised outside of the classroom. The school has the ability to monitor this use which must comply with the conditions of the Cybersafety Use Agreement.
3. All staff must read and sign a Cybersafety Use Agreement which includes details of their professional responsibilities when using Information and Communication Technologies.
4. Educational material on Cybersafety will be provided by Management to staff and students, and to parents/caregivers. As well, additional safety education will be delivered, where relevant, through teaching programmes.
5. Basic training for staff will be made available by Management, as will appropriate professional development.
6. The school cannot commit to security for personally owned devices. The school will continue to refine methods to improve Cybersafety.
7. The Principal will be responsible for the establishment and maintenance of a Cybersafety programme in the school. This will be delegated to the Cybersafety Officer who is a member of the SLT.
8. The Board supports the right of the school to check communication technology-related work or data of staff or students at any time, and to carry out a comprehensive investigation of any breaches of the school's Cybersafety policies. Such breaches will be taken seriously and be dealt with through the school's disciplinary and support systems. In such incidents, there will be special attention paid to the need for specific procedures as regards the gathering of evidence. If illegal material or activities are suspected, the matter will be reported to the Police.
9. The school will consult with the wider school community and provide opportunities to learn about Cybersafety issues e.g. through Parent Information Evenings.
10. A Cybersafety incident report book will be kept in the Cybersafety Officer's office for staff to record incidents and action taken.

HEALTH AND MEDICAL INSURANCE

Eligibility for Health Services

Most international students are not entitled to publicly funded health services while in New Zealand. If you receive medical treatment during your visit, you may be liable for the full costs of that treatment. Full details on entitlements to publicly funded health services are available through the Ministry of Health, and can be viewed on their website at <http://www.moh.govt.nz>.

Accident Insurance

The Accident Compensation Corporation provides Accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but you may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at <http://www.acc.co.nz>.

Medical and Travel Insurance

The Ministry of Education of New Zealand requires all International Students to have comprehensive Medical and Travel Insurance cover from the time the student leaves their home country until the time they return to their home country following completion of their study. All Medical and Travel Insurance policies must cover the following areas: Medical Expenses, Evacuation & Repatriation, Cancellation and Changes to Planned Journey, Personal Accident, Personal Liability, Money & Travel Documents, and Baggage and Personal Items. Pre-existing medical conditions must be stated at the time of your application, prior to purchasing any insurance policy. ***(Please note if not purchased through school the amount of cover of the insurance policy must match or be of high value that The Southern Cross Max Policy. Policies of less value in cover will not be accepted and the student will need to increase the level of cover to match The Max Policy or school will insist the max policy is purchased.***

Thank you for choosing Westlake Girls High School. We hope your daughter's time at Westlake Girls will be happy and productive.

To complete the enrolment procedure, please sign below, and return via email with the completed enrolment form. This **must be returned before** your daughter can commence her education at Westlake Girls High School.

This tuition document covers the period of study from _____ to _____

Signature of Parent _____

Date _____

Signature of Student _____

Date _____


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