



ONLINE FOUNDATION COURSE APPLICATION FOR ENROLMENT

PART ONE:

Student Details (Name must be as it appears on your passport)			
Family name:			
First name:		Date of birth:	
Preferred name:		<input type="checkbox"/> Female <input type="checkbox"/> Male	
Email:			
Address: (In home country)			
Mobile:	WeChat ID:		
First language:	Country of citizenship:		
Intended start date (please circle):	July 2020	September 2020	January 2021 April 2021
Applying for:	<input type="checkbox"/> Course 1 (10 weeks)		<input type="checkbox"/> Course 2 (10 weeks)

Parent One or Legal Guardian: (Name must be as it appears on your passport)			
<i>NOTE: It is 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.</i>			
Title:	<input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr		
Family name:		Date of Birth:	
First name:			
Street Address			
Postal Address			
Mobile:	Email:		
First language:	Country of citizenship:		

Parent Two or Legal Guardian: (Name must be as it appears on your passport)			
<i>NOTE: It is 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.</i>			
Title:	<input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr		
Family name:		Date of birth:	
First name:			
Street address:			
Postal address:			
Home phone:	Mobile:	Email:	
First language:	Country of citizenship:		

Parent Initial: _____ Date: _____

Agent Information (if using an agent)

Agency name:

Agent name:

Agent email address:

Phone:

General Details

How many years has the student studied English?

[] Months

[] Years

Do the student's parents speak or read English?

Speak

 Yes No

Read

 Yes No

Parent Initial: _____

Date: _____

PART TWO:

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:

Definitions

1. For the purposes of this Agreement the following terms shall have the following meanings:

Act means the Education Act 1989.

Agreement means this Agreement including any schedules.

Application Form means the standard Online Foundation course enrolment form which forms the cover page of this Agreement.

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, and miscellaneous charges, which is available from the School on request and may be updated from time to time.

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 provisional offer.

Parent means the student's biological or legally adoptive parent. Except where the context 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.

School means the school referred in the annexed Application Form.

Student means the student referred to in the annexed Application Form.

Termination means termination of the Agreement.

Tuition means the education of the Student by the programme.

Period of Enrolment means any period for which Fees are paid and for the purpose of this Agreement the enrolment of the Student begins and ends on the course dates stated in clause 4 of this agreement.

Preliminary Provisions

2. The Agreement is declared to be an Enrolment Contract in terms of section 2 of the Act.
3. The School shall provide Online Tuition to the Student, in return for the payment of the Fee.

Terms of Agreement

4. The School shall provide a short term online education experience to the Student;
5. The conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment.

Fees

6. The Fee must be paid to the School in advance of each Period of Enrolment or as otherwise directed by the School. The Parents and the Student agree to comply with school policies regarding the payment of the Fee.
7. 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 set as Schedule Two of this agreement or as amended by the school from time to time.

Information, Warranties and Acknowledgements

8. The Parents 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 by the School or to perform or complete any of the other purposes under this Agreement. The Parents and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.
 - (b) If the Student and/or Parents 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) Personal information of the Student and/or Parents 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.
 - (d) All personal information provided to the School is collected and will be held by the School.
 - (e) 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.
 - (f) Under the Privacy Act 1993, any information collected may be provided to education authorities.
 - (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.

Parent Initial: _____

Date: _____

Conduct, Discipline and Termination

9. The Student will comply at all times with school policies, the Student Code of Conduct and Information Technology Agreement as set out in Schedule One of the Agreement and the Parents shall work with the School to ensure such compliance.
 10. 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.
 11. Without limitation, the following actions shall be deemed to be breaches of this Agreement which may warrant disciplinary action:
 - (a) Refusal by 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 school's Information Technology Agreement by the Student;
 - (c) Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;
 - (d) Any act by the Student during the Period of Enrolment that jeopardises the education of any other Student;
 - (e) Failure to make payments pursuant to the Fee Schedule; and
 - (f) Any other breach of this Agreement
 12. Where appropriate, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule One when exercising its disciplinary powers, but nothing in this Agreement shall limit the power of the School to summarily terminate this Agreement if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.
- ### General Matters
13. 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.
 14. 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.
 15. 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.
 16. Notices may also be given by sending an email to the email addresses specified on the first page of this agreement and will be deemed to have been received 12 hours after it has been sent.
 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. This Agreement shall continue in force during the Period of Enrolment with the School.
 18. The School shall at all times comply with the Health and Safety at Work Act 2015.
 19. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
 20. 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.
 21. 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.
 22. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the School Policies.

Parent Initial: _____

Date: _____

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 Place. We agree that we have received sufficient information to make an informed decision about enrolment at the School.

Key Terms: 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 .

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

By signing this agreement you confirm that all of the information in the application form is true and complete.

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): _____

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: (please also initial each page of the Agreement, including the schedules)

Name: _____

Signature: _____

Date: _____

Parent Initial: _____ Date: _____

HOWICK COLLEGE INFORMATION TECHNOLOGY AGREEMENT

OVERVIEW

Digital technology continues to create opportunities to learn and connect our school community. Howick College believes in using a digital citizenship model to support safe, responsible and ethical use of digital technology and online spaces as it helps our online environment to be a positive place for everyone.

This agreement outlines Howick College's role in promoting the use of digital technology and online spaces for learning, and supporting online safety approaches. It also outlines expectations and responsibilities of students as a member of our online community. It will also be used to support discipline processes when necessary.

HOWICK COLLEGE'S ROLE

Howick College recognises a student's right to receive a high-quality education in a safe online and offline environment.

We will do this by:

- providing information and support to ensure you are aware of, and able to meet, your responsibilities
- teaching a curriculum that promotes positive online safety behaviours
- overseeing students' use of the school's/kura digital devices and platforms
- offering online services
- using filtering software to minimise access to inappropriate online content
- supporting students who need help dealing with online incidents
- taking action when a negative online experience occurs between students even if it takes place outside of school hours
- securing the personal information, the school collects about you
- protecting your freedom of expression under New Zealand's Bill of Rights
- supporting students when something serious or illegal happens. This might include getting in touch with caregivers, counsellors, Netsafe or Police

YOUR RESPONSIBILITIES

As a student of Howick College and a member of our community, it is expected that you will positively contribute towards making our school/kura a place that is safe, respectful, and fair online and offline. This means enacting our school values in online spaces and helping to shape a positive online culture. This is being a 'digital citizen'.

As a digital citizen, you will:

- **Keep it positive.** Always respect others online and communicate in a constructive way. Do not create or publish content that is indecent, threatening, or offensive.
- **Protect privacy.** Do not disclose sensitive personal information about yourself or another person in any digital communication. This includes sharing passwords, accessing devices or online sites belonging to others without consent and taking screenshots and sharing this content without consent.
- **Act cautiously.** Anything you post or do online can influence what people think of you. Likewise, always think carefully about whether the information you see online is true. If you are unsure of something talk to a teacher.
- **Avoid online bullying.** Creating or forwarding content that is harmful, inappropriate, or hurtful is never okay at any time, and is likely a breach of the law under the Harmful Digital Communications Act. If you are harassing people by sending multiple messages this is also considered online bullying and is unacceptable.
- **Be security smart.** Keep personal information safe and secure by using strong passwords and not sharing them with others. This includes not accessing devices or online sites belonging to others without consent, nor taking screenshots and on-sharing their personal content without their knowledge and permission.
- **Check consent.** Before downloading software via the school network or onto devices, seek permission. Interfering with the school systems, digital technologies, equipment/network, or the online security of another person is never okay at any time. Installing software on school devices is not permitted.
- **Recognise the work of others.** Follow copyright and intellectual property requirements by attributing references, images, text, audio and video appropriately.
- **Respect the rights of others.** Only record and share video, photo, or audio content if the people in it know it has been taken and have provided their consent.
- **Represent Howick College appropriately.** Use of school email addresses and other communication platforms are exclusively for learning and school related activities. All communication online must reflect the school's values. Similarly, you agree not to use the name Howick College in any way that misrepresents the school or causes harm to others.

Parent Initial: _____ Date: _____

- **Use personal devices sensibly.** Keep your device(s) on silent during school hours and only use it outside of class time unless you have been given permission to use it during lessons.
- **Use personal devices appropriately.** Access only content and sites that are appropriate for learning and/or in line with our school values. Assure that your device is free of inappropriate or illegal content, even if you are not accessing it during school. *You agree not to bypass any school filtering through use of a VPN or other means.*
- **Seek help.** Sometimes you or someone you know will feel unsafe or come across inappropriate or hurtful online content and behaviours. If this happens talk to a trusted adult about what can be done, or contact Netsafe directly.

ONLINE INCIDENTS

Despite the advantages technology offers and people's best intentions, sometimes there will be challenges and risks within an online community – either accidentally or on purpose. Howick College is committed to supporting you if something goes wrong online.

Online bullying. Incidents of online bullying or harm will not be tolerated at our school/kura. If you or somebody else is being bullied or harmed online, it's never okay at any time. This type of harm does not usually just go away. It's important to keep the evidence of what is happening to you or someone so this can be investigated. Don't put yourself at further risk by continuing any contact with the person or people who are bullying online or creating harmful or hurtful content. It's very important to let someone at school know what's happening so you can get the right help and support you need. You should also consider talking to a trusted adult like your parent, your whānau or guardian for support.

Report a problem. If you witness or are involved in an online incident, or suspect something unsafe is happening online, you should report it as soon as possible. The two best ways you can do this at school, are to inform your dean, or use the Your Voice website (hcyourvoice.com). Once the school is made aware of a problem through either of these channels, they will assess the problem and work to resolve it.

Online safety support. Netsafe is an online safety organisation that is also available to help. They provide free confidential advice seven days a week for all online safety challenges. They can be contacted on 0508 638723 or online at netsafe.org.nz

STUDENT DECLARATION

I am aware of the expectations, behaviours and values required of me when I use digital technologies for school, any online tools and platforms, and the school's systems and network. I understand these apply to all devices used at school whether they are owned by school or if it is my personal device. I agree not to use any technology that allows my device to bypass school security or that undermines the school's ability to carry out its responsibilities to maintain a safe learning environment.

I understand I have the right to use and experience online environments and digital technologies in positive ways and that others do also. With these rights, come responsibilities.

I understand and agree to support and uphold the expectations and responsibilities outlined in this agreement.

I know that if my actions or behaviours do not align with the User Agreement there may be consequences. This may include, amongst other appropriate measures, the loss of access to school technology, including the internet on school owned devices or personally owned devices used for Howick College Online Learning.

Signed _____ Name _____ Date _____

PARENT/ WHĀNAU/ GUARDIAN DECLARATION

I understand that if my child behaves or acts in ways that don't align with those detailed in the User Agreement there may be consequences for my child which the school will discuss with me.

I understand that I play an important role in ensuring the safety of my child when using ICT at home and at school.

Signed _____ Name _____ Date _____

Parent Initial: _____ Date: _____

Disciplinary Procedure (Schedule Three)

Overview

23. 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 endeavour, where appropriate, to follow a two-stage disciplinary process.
24. 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.
25. 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.
26. The Student 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**).
27. 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.
28. 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

29. When the School is conducting a disciplinary process involving the Student it will endeavour to provide the Student 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 contact his or her 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;
 - (d) an opportunity to have an independent support person of his or her choice present at any meeting relating to the disciplinary process;
 - (e) an opportunity to meet with that support person in private at any stage during the disciplinary process;
 - (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 Student considers that a language barrier means that a translator is required; and
 - (g) a copy of this policy setting out the rights which the Student has when engaging in the disciplinary process.

Disciplinary Procedure

Stage One: Incident Investigation

30. 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 of the Allegation and will provide the Student with an opportunity to give a response.
31. Where appropriate, having regard to the seriousness of the Allegation, the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the Allegation.
32. When the School makes a decision about the Allegation it will advise the Student and 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

33. 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 parents with an opportunity to give a response.
34. 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 Student. The School will receive this response and give it genuine consideration before making a decision about the disciplinary action to be taken.
35. 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.

Parent Initial: _____ Date: _____

Refunds Policy
(Schedule Two)

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 or 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 by the Student. Costs incurred for arranging homestay accommodation for the Student prior to the refund request, cannot be refunded.
 - d) **Used Homestay Fees:** Homestay fees paid for time the Student has already spent in a homestay cannot be refunded. Used homestay fees may also include a notice period of two weeks.
 - e) **Portion of Unused Tuition Fees:** The School may retain a portion of unused tuition fees. Amounts retained will relate 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 date of their enrolment, a refund of international student fees will be provided less any relevant non-refundable fees set out in this 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 of withdrawal 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.

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 or 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 any 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 a 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

Parent Initial: _____ Date: _____

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 a 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.

Request for a refund of homestay fees

11. If for any reason, the Student withdraws after the start date of their enrolment, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
12. Where a student moves from a school homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this policy.

Requests for a refund of fees unused at the end of enrolment

13. Except by written request from parents, prepaid fees unused at the end of enrolment amounting to less than NZD\$500.00 will be refunded to the Student in cash. Sums of NZD\$500.00 or greater will be refunded into a nominated bank account.

Outstanding activity fees or other fees

14. 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

15. 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

16. A decision by the School relating to a request for a refund of international student fees will be provided to the Student or family 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
17. The Student and their family have the right to take a grievance to the Code Administrator or Disputes Resolution Scheme in the event they are dissatisfied with a refund decision made by the School.

Parent Initial: _____

Date: _____