

# Birkdale Intermediate School International Student Enrolment Form

## Student Details:

Student's Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_ Male/Female

Date of Birth: \_\_\_\_\_  
Day / Month / Year

Date of entry into New Zealand: \_\_\_\_\_  
Day / Month / Year

Home Country: \_\_\_\_\_

Previous School: \_\_\_\_\_

Length of time student wishes to enrol for: \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

## Accommodation in New Zealand:

Will the student be living with: Parent / Guardian or Caregiver (please circle)

Name of Parent / Guardian / Caregiver: \_\_\_\_\_  
please print full name

New Zealand Address: \_\_\_\_\_

Phone No. (09) \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

## Second New Zealand contact:

Name: \_\_\_\_\_

Phone No. (09) \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

## For student who will not be living with a parent in New Zealand

Parent Details in Home Country:

Father's Name: \_\_\_\_\_

Mother's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_ Mobile or Work Phone \_\_\_\_\_

**Emergency Contact Details:**

If your child has an accident while you are outside of New Zealand, the education provider may need to consent to urgent medical procedures on your behalf, including blood transfusions if necessary.

I/We authorise the school to act on our behalf in the event of an emergency involving our child while they are in New Zealand and attending Birkdale Intermediate School. We understand this may involve authorising a blood transfusion if necessary.

Signed by Parent: \_\_\_\_\_

Name: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

Who is the emergency contact person: \_\_\_\_\_

Birkdale Intermediate School agrees to provide tuition and pastoral care support (in accordance with the **Code of Practice for the Pastoral Care of International students**) for:

\_\_\_\_\_

Name of International Student:

For the period of: \_\_\_\_\_ commencing \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

on behalf of Birkdale Intermediate School Board of Trustees.

Stamp:

<p>All International Students enrolled at Birkdale Intermediate School must be in good health and have Medical and Travel Insurance.</p> <ul style="list-style-type: none"> <li>Does the International Student (named above) have good health? Yes      No - Details if applicable : _____ _____</li> <li>What type of Medical and Travel insurance does the student have for the duration of his/her time of study in New Zealand?  Type _____ Policy No: _____ <i>(All non-New Zealand policies must be submitted in English prior to enrolment).</i></li> </ul>	<p>Medical Insurance Details Checked and Photocopied</p>
<p>Birkdale Intermediate School expects to be able to meet the learning needs of children enrolled at the school.</p> <ul style="list-style-type: none"> <li>Does the International Student (named above) have any special learning or behavioural needs?  Yes      No Details if applicable: _____</li> </ul>	
<p>I have been informed about and received a summary of the Code of Practice for International Students:  Yes      No</p>	<p>Copy of Summary Code</p>
<p>I have been informed of all costs involved with enrolment, the school's policies regarding fee protection and refunds, and the grievance procedures:  Yes      No</p>	<p>Refund &amp; Fees Protection Policies</p>
<p>I have received a copy of the school Prospectus and Policies relevant to International Students and have read and understood them:  Yes      No</p>	<p>Prospectus Insert International Student Policy Complaints Policy</p>
<ul style="list-style-type: none"> <li>I have read, understood and accept the policies, rules and procedures regarding International Students at Birkdale Intermediate School and agree to abide by them.</li> <li>I agree that all disputes will be dealt with in accordance with New Zealand law.</li> <li>I confirm all the information contained in this application is true and correct to the best of my knowledge and belief.</li> <li>I will inform the school if there are any changes to the details of this application, including any change of address or living circumstances.</li> <li>I understand that the withholding of relevant information or the giving of false information may result in termination of enrolment.</li> </ul> <p>Parent / Legal Guardian's Signature: _____</p> <p>Date: _____</p>	



## Birkdale Intermediate School

### Refunds Policy for International Students attending Birkdale Intermediate School

This policy is based on Section 4B(7) of the Education Amendment (No. 4) Act 1991.

- "1. Where at any time an international student withdraws from a subject, course, or programme at a state school, the Board may refund to the person who paid (in respect of the student's enrolment in the subject, course or programme) the amount of fees referred in subsection (1) of this section (or the sum of any instalments paid in respect of those fees) any amount it thinks appropriate not exceeding the extent (if any) by which the amount paid exceeds the sum of the following amounts:
- a) The Board's best estimate of the cost to the Board (including the appropriate proportion of the Board's administrative and other general costs and the appropriate proportion of any initial or start-up costs of the subject, course, or programme for one (1) student up to that time.
  - b) An amount that is in the Board's opinion an appropriate reflection of the use made by one (1) student receiving tuition in the subject, course or programme of the Board's capital facilities.
  - c) The appropriate proportion of the amount (if any) prescribed under section 4D of this Act for a student receiving tuition at a state school in the subject, course or programme.
  - d) All other fees (if any) prescribed by the Board."

In order to be eligible for any refund the student must apply in writing to the Principal, setting out the special circumstances of the claim.

In arriving at a decision, the Principal will take into consideration the special circumstances of the withdrawing student and:

1. Costs already incurred by the school.
2. The salaries of the teachers and support staff and any other components of the fee already committed for the duration of the occurs.
3. An amount which covers use of the facilities and resources to date of withdrawal.
4. Any refund of the foreign student's fee, from the government.

Except in exceptional circumstances, no refund is payable to a student who withdraws before the end of the contract.

**Mr R.M. Coote**  
**PRINCIPAL**

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I have read and understood the Birkdale Intermediate Refunds Policy for Foreign Students

Parent/Guardian Full Name \_\_\_\_\_ Sign \_\_\_\_\_

Student's Full Name: \_\_\_\_\_ Sign \_\_\_\_\_

Date: \_\_\_\_\_

# BIRKDALE INTERMEDIATE SCHOOL

## Contractual Agreement

### AGREEMENT TO PROVIDE TUITION SERVICES BETWEEN BIRKDALE INTERMEDIATE SCHOOL AND THE APPLICANT

Name of Applicant: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_  
\_\_\_\_\_

1. The Applicant is the parent of: (the 'Student')

Student: \_\_\_\_\_

2. The Applicant has made application for tuition of the Student in New Zealand and wishes the Student to attend **Birkdale Intermediate School** (the 'School').

3. The School has agreed to enrol the Student upon and subject to the terms and conditions hereinafter set out.

#### The School's Obligations

4. The School will observe and be bound by the Ministry of Education's *Code of Practice for the Pastoral Care of International Students* ("Code"). Copies of the Code are available on request from the school or from the Ministry of Education website at <http://www.minedu.govt.nz/goto/international>

4.1. The School shall provide tuition in accordance with that accorded to domestic students

4.2. The School will only accept International Students who live with their parents, designated caregivers or in homestay accommodation arranged by their Agent.

5. The School shall use its best endeavours to ensure the safety, health and well-being of the Student but shall not be liable for:

5.1. Any damage or harm caused to the Student or the Student's property while attending the School

5.2. Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation

5.3. Any damage of harm caused to the Student or the Student's property outside normal school hours.

In the case of the Student's property, shall not be responsible for any damage to such property that may occur outside the school premises.

#### The Applicant's Obligations

6. The Applicant shall:

6.1. Pay to the School the tuition fees in the manner agreed to by both parties

6.2. Agree to provide the school with academic, medical or other information relating to the well-being of the Student as may be requested from time to time by the School

6.3. The Student will accept and abide by the School's rules and all instructions given by members of staff

6.4. The Student will attend school on all occasions when it is open unless prevented by illness or other urgent cause.

## **Authorisations**

7. The parents of the Student who have signed the application for tuition on behalf of the Student irrevocably appoint and authorise the Principal of **Birkdale Intermediate School** (or such other person as may be appointed by the Board of Trustees of the School) to:
  - 7.1. Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information.
  - 7.2. Provide consents in respect of any activity carried out and authorised by the school.
  - 7.3. Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Applicant.
  - 7.4. If applicable, advise the Student's Designated Caregiver of all matters and information required to be provided to parents of any student and agree to appoint the Designated Caregiver as their agents in New Zealand to receive such information in substitution for the Applicant.
  - 7.5. To take whatever steps are necessary to ensure the Student complies with School rules and policies as set down by the school.
  - 7.6. To obtain at any time from any person or entity any information required to process and/or accept the application for tuition or to perform or complete the School's various obligations under this agreement. The Applicant authorises any such person to release to the School any personal information that person holds concerning the Student/Applicant.

## **Limitations of Liability**

8. In no event shall the School's liability exceed an amount equal to the amount of tuition fees paid by the Applicant.

## **Termination**

9. Either party may terminate this agreement with 5 (five) days written notice.
10. Upon termination of this agreement, refunds will be made in accordance with the School's Refund Policy.

## **Miscellaneous**

11. Nothing in this agreement limits any rights the Applicant and/or the Student may have under the Consumer Guarantee Act 1993.
12. It is acknowledged that the stand-down, suspension and exclusion of students provisions as set out in Part II of the Education Act 1989 shall apply to the Student in New Zealand. Any decision under these provisions to stand-down, suspend or exclude the Student shall terminate this agreement and the refunds policy will apply. The parents will have no claim for damages for any compensation if this agreement is terminated in these circumstances.
13. **Force majeure:** Neither party shall be in default or in breach of their obligations under this agreement to the extent that the performance of those obligations is prevented by an event of force majeure.
14. **Governing Law:** This agreement shall be construed and take effect in accordance with the domestic laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this agreement the Applicant irrevocably submits to the exclusive jurisdiction of the Courts of New Zealand, and agrees 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 constituted under the Arbitration Act 1908 within New Zealand on the grounds that the proceedings have been brought in an inconvenient forum.

## **Entire Agreement**

15. This agreement shall consist of:
  - 15.1. The application for tuition in New Zealand;

15.2. The Tuition Agreement including any Schedules annexed thereto (including the refund and fee protection policies and the International Student Information Booklet).

16. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.

17. The terms of this agreement may be changed at any time by the School in writing to the Applicant and any such change in terms shall be notified to the Applicant in writing.

17.1. Notices given in writing will be given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 5 (five) days after posting.

### **The Privacy Act**

18. The Applicant acknowledges that:

18.1. Personal information of the Applicant and/or Student collected by the School may be held, used and disclosed to third parties to enable the School to:

18.1.1. Process the application for tuition

18.1.2. Provide tuition to the Student

18.1.3. Provide the Student and/or Applicant with advice or information concerning products and services the School believes may be of interest to the Student and/or Applicant; and

18.1.4. To enable the School to communicate with the Student and/or Applicant for any purpose.

18.2. All personal information provided to the School will be held by the School at the Office. Phone: 09 483 9168 Fax: 09 482 0406

18.3. Failure to provide any information in the application for tuition may mean the School is unable to process the application.

18.4. The Student/Applicant has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.

### **Execution**

I have read and understood the terms set out in this agreement, including the attached schedule and agree to them.

Signature of Applicant:

\_\_\_\_\_  
(Parent)

Signature:

\_\_\_\_\_  
(Student)

Signature for Birkdale Intermediate School: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**IMMIGRATION:** Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed on their website at <http://www.immigration.govt.nz>

# BIRKDALE INTERMEDIATE SCHOOL

## Indemnity Document for Students living with a Designated Caregiver.

I/We select \_\_\_\_\_ (Name of Designated Caregiver) to provide accommodation for my/our son/daughter, to attend *Birkdale Intermediate School* as an international student from \_\_\_\_\_ to \_\_\_\_\_, subject to the approval of the School prior to enrolment.

Enrolment of Years 7 -8 students wishing to live with a Designated Caregiver requires the school to have prior approval from the Ministry of Education Code Administrator before the student/s can be accepted.

Student's name (as it appears on the passport) .....

Student's preferred name: .....

Print Designated caregiver's name: .....

Relationship to Student .....  
(Uncle/Aunt/Grandparent/close friend)

Address: .....

.....

Phone.....Mobile: .....

I/we understand that the school will:

- *Visit the home of the designated caregiver prior to enrolment to determine that the living conditions are of an acceptable standard*
- *Assess whether the designated caregiver will provide a safe physical and emotional environment for the student*
- *Determine that the accommodation is not a boarding establishment (i.e. does not have 5 or more international students staying in the home)*
- *If the accommodation selected by the parents is a boarding establishment, the school will follow the provisions relating to boarding establishments as set out in the Code of Practice*
- *Meet with the designated caregiver/s and establish communication with the caregiver*
- *Meet the student at least quarterly to ensure the accommodation is suitable*
- *May require a Police vet to be undertaken, if the school considers it appropriate*

Should this arrangement change I/we undertake to inform *Birkdale Intermediate School* immediately. Further, I/we understand that should *Birkdale Intermediate School* have any concerns regarding the welfare of my/our child, they may refer that him/her to the relevant welfare authorities, or any other appropriate agency in New Zealand.

I/we understand that *Birkdale Intermediate School* will make every endeavour to ensure the safety and welfare of my/our child while studying in their school.



**DECLARATION:**

I/we confirm that the person/s selected as the designated caregiver/s is/are a 'bona fide' relative or close family friend.

Signed:..... Date:.....  
(Must be signed by student's Father, Mother or Legal Guardian only)

Print Name: Mr/Mrs.....

Contact Phone in Home Country: .....

Contact address in Home Country: .....

.....

Email Address: .....

***BIRKDALE INTERMEDIATE SCHOOL** has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Minister of Education. Copies of the Code are available on request from this institution or from the New Zealand Ministry of Education website at: [www.minedu.govt.nz/goto/international](http://www.minedu.govt.nz/goto/international)*