



# Gordonton School

## Enrolment Requirements for International Students

To enrol your child at Gordonton School you will need:

- ◆ **A photocopy of student's passport details**
- ◆ **A photocopy of parent(s)/legal guardian(s) passport details including signature and passport photo**
- ◆ **Evidence of present school attending and current grade**
- ◆ **A photocopy of Medical and Health Insurance Policy**
- ◆ **Copy of student's last school report**
- ◆ **If you are a Designated Caregiver then you will need to have a 'Statement of Designated Caregiver' letter filled out by the parents of the child.**

By bringing all the above along with you when you enroll your child, will speed up the application process. It does not, however guarantee placement within our school.

Yours sincerely,

David McNair  
Principal

*"Gordonton School has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Ministry of Education. Copies of the Code are available on request from this institution or from the New Zealand Ministry of Education website at <http://www.minedu@govt.nz>"*



**APPLICATION FORM TO STUDY AT  
GORDONTON SCHOOL  
WOODLANDS ROAD, GORDONTON, HAMILTON, NEW ZEALAND**

**STUDENT INFORMATION**

Student's full name (as shown on passport):	
Preferred English name (if so desired):	
Male/female:	Date of birth:
Home address:	
Country of citizenship:	Ethnic group:
Religion:	First language:
Previous English language tuition:	
Intended date of arrival to New Zealand:	Passport Number:
Intended length of time to study at Gordonton School:	
Will there be an accompanying adult travelling with you?	
If so, name and relationship to student:	

**PARENTS INFORMATION**

Full name of Father:	Occupation:
Full name of Mother:	Occupation:
Full postal address:	
Home phone:	Work phone:
Facsimile:	Email:

## EMERGENCY INFORMATION

Name of Company:
Agent's Full Name:
Full postal address:
Phone Number:

**CAREGIVER INFORMATION:** (either a designated caregiver or a parent living in New Zealand is compulsory)

Full Name:	
Address in New Zealand:	
Phone:	Facsimile:
Email:	
Will the student be intending to stay with the caregiver/parent?	
Current New Zealand Immigration Status:	
Country of Origin:	Passport No.:

## HEALTH AND INSURANCE:

Health Comments:
Is medical insurance held? <b>Yes/No</b> (a copy of the policy is required prior to commencement of study at Gordonton School)

### ***Medical Authority***

I/We, the parents/caregivers/guardians of \_\_\_\_\_ authorise and direct you to discuss any medical condition relating to the above student and also to release any file, notes or documentation relating to any medical consultation in regard to the above student to the Principal at Gordonton School, Woodlands Road, Hamilton, New Zealand.

**The application form is to be supported with evidence of the following:**

- ◆ **Copy of student's passport details**
- ◆ **Copy of parent(s)/legal guardian(s) passport details including signature and passport photo**
- ◆ **Evidence of present school attending and current grade**
- ◆ **Copy of student's last school report**

**I understand that if I make any false statements, or provide any false or misleading information, or have changed or altered the application form in any way, the application may be declined or my acceptance to the International Student Programme may later be revoked, and that I may also be committing an offence and liable to prosecution.**

**Further details of terms and conditions for studying at Gordonton School are available through our School Prospectus and Students Handbook, or by contacting the school directly.**

**I understand the notes and questions in the application form, and have read and understood the policy and guidelines for an International Student Programme at Gordonton School and I declare the information given about myself, my spouse/partner and any other guardian and any child or children it true and complete.**

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**Parent / Legal Guardian Signature**

**Date:**

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# Gordonton School

## Contractual Agreement for International Students

### AGREEMENT TO PROVIDE TUITION SERVICES BETWEEN GORDONTON SCHOOL AND THE APPLICANT

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

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

\_\_\_\_\_  
\_\_\_\_\_

1. The Applicant is the parent of: (the 'Student')  
\_\_\_\_\_
2. The Applicant has made application for tuition of the Student in New Zealand and wishes the Student to attend **Gordonton 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
5. The School will only accept International Students who live with their parents/legal guardians or who are with designated caregivers.
  - 5.1. The school will have no responsibility for the Student outside school hours with the exception of school events for which his/her parents/caregivers have given consent for him/her to attend.
6. The School shall use its best endeavours to ensure the safety, health and well-being of the Student but shall not be liable for:
  - 6.1. Any damage or harm caused to the Student or the Student's property while attending the School
  - 6.2. Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation
  - 6.3. Any damage or 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***

7. The Applicant shall:
  - 7.1. Pay to the School the tuition fees in the manner agreed to by both parties
  - 7.2. 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
  - 7.3. The student will accept and abide by the school's rules and all instructions given by members of staff.
  - 7.4. The students will attend school on all occasions when it is open unless prevented by illness or other urgent cause.

### ***Authorisations***

8. The parents of the Student who have signed the application for tuition on behalf of the Student irrevocably appoint and authorise the Coordinator of International Students and the Principal of Gordonton School (or such other person as may be appointed by the Board of Trustees of the school) to:
  - 8.1. Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information.
  - 8.2. Provide consents in respect of any activity carried out and authorised by the school.
  - 8.3. 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.
  - 8.4. 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.
  - 8.5. To take whatever steps are necessary to ensure the Student complies with School rules and policies as set down by the School.
  - 8.6. 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 and personal information that person holds concerning the Student/Applicant.

### ***Limitations of Liability***

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

### ***Termination***

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

## ***Miscellaneous***

12. Nothing in this agreement limits any rights the Applicant and/or the Student may have under the Consumer Guarantee Act 1993
13. 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.
14. **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. Force majeure means an event beyond the reasonable control of the party seeking to rely on force majeure.
15. **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 of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

## ***Entire Agreement***

16. This agreement shall consist of:
  - 16.1. The application for tuition in New Zealand;
  - 16.2. The Tuition Agreement including any Schedules annexed thereto (including the refund and fee protection policies and the International Student Information Booklet).
17. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
18. 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.
  - 18.1. 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***

19. The Applicant acknowledges that:
  - 19.1. Personal information of the Applicant and/or Student collected by the School and may be held, used and disclosed to third parties to enable the School to:
    - 19.1.1. Process the application for tuition
    - 19.1.2. Provide tuition to the Student
    - 19.1.3. 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
    - 19.1.4. To enable the School to communicate with the Student and/or Applicant for any

purpose.

19.2. All personal information provided to the School will be held by the School at Gordonton School, Woodlands Road, Hamilton. Phone (07) 8243 602, Fax (07) 8243 605

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

19.4. 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 that terms set out in this agreement, including the attached schedule and agree to them.

Signature of Applicant: \_\_\_\_\_  
(Student)

Signature: \_\_\_\_\_  
(Parent/Legal Guardian of student under 18 years)

Signature for Gordonton School \_\_\_\_\_  
(School/PTE)

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>





## Summary of Terms and Conditions

*The following is a summary of the Terms and Conditions as stipulated in 'The Gordonton School International Student Handbook' and 'The Gordonton School Provisions for International Students 2003/2004 Book.'*

- ◆ Prior to the student accepting the placement the school must have provided the student/parents with all information pertaining to our programme as outlined in the "Code of Practice" part 1: 1-8. Marketing, recruitment and enrolment of international students.
- ◆ Gordonton School offers full immersion into an age relative class with respect to being able to experience and interact within New Zealand cultural and the English language.
- ◆ Gordonton will offer orientation into the school environment and community on a personal level and/or with a buddy or in a small group situation. This will be undertaken during the first week of the student's arrival and/or attendance at the school. Students will be introduced to school staff and familiarised with school facilities. An outline of mainstream class procedures, timetables and term dates will be provided during this time.
- ◆ Final placement into a mainstream classroom will be determined after an English language assessment has been completed. Assessment will take place after the student has been studying at the school (between 3-6 weeks) and again at the completion of the contracted study period or after two (2) schools terms whichever is the sooner to determine progress.
- ◆ Students will receive ESOL support as considered relevant, by the staff of Gordonton School, for the level of English language the student is recognised as having, after our assessment is completed.
- ◆ Full payment for term of study is to be paid to the school office or can be made directly into our school bank account with a reference of students name included. This amount is to include tuition fee for full period to intended study. Any staggered payments are at the discretion of the Principal. A detailed invoice will be provided itemising costs and showing full amount owing in New Zealand Dollars.
- ◆ All student fees, associated costs and accommodation fees are to be paid in terms of the Policy and Guidelines. Such payment is to be made within ten working days of commencement of study, or in the case of term-by-term payment, within five working days of commencement of term of study.
- ◆ Gordonton School operates a no refund policy for withdrawal from the programme during the contracted period. However reserve the right to consider written application for a refund to the School Board of Trustees. Any withdrawal is to be notified in writing to the school. For students unable to take up offered placement NZD\$500 will be deducted prior to reimbursement. Homestay establishment fee is non-refundable however balance of weekly fee will be reimbursed.

- ◆ Fee protection is offered to studying students under the terms and conditions stipulated in “The Code of Practice: Part 4: Contracts and Indemnity: 13.4.” Gordonton School Board of Trustees gives a Personal Guarantee to provide “Fee Protection” for all International Students fees paid to the school for the contracted time of placement at the school.
- ◆ Receipt of funds will confirm placement. A receipt will be issued as required for the New Zealand Immigration in order to issue the appropriate student study visa. A copy of this visa is required.
- ◆ A copy of the passport showing New Zealand immigration status for either the parent(s)/legal guardian’s or designated caregivers, one of who the student is being cared by while studying in New Zealand is required by Gordonton School.
- ◆ For visa free countries like Korea (South) application for a study permit can be requested on arrival in New Zealand after 3 months as a visitor.
- ◆ *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>”*
- ◆ Gordonton School Co-ordinator of International students or a representative will be available for the student to contact for any reason and/or at any time during or outside of school operating hours.
- ◆ Gordonton School can arrange for Homestay accommodation if required. All Terms and Conditions pertaining to such will be provided in writing on application.
- ◆ The student’s academic progress, general behaviour and welfare at school and in the homestay situation will be regularly monitored. At any time, considered necessary by the school, contact will be made directly with the parents/legal guardian to discuss any arising issues.
- ◆ Behavioural issues will be handled under the jurisdiction of school policy. If further action is required it will be implemented as stipulated in the “Code of Practice” Part 5:Welfare
- ◆ Gordonton School has engaged the voluntary services of an interpreter for our Korean Students to help with monitoring progress and to offer community support for these students and or their parents/legal guardians. If any concerned party requires the use of an interpreter arrangements can be made through the school.
- ◆ All information for each student, including a current photo taken by the school, will be kept as a separate record in the office. This will be in addition and separate from the relative records required for enrolment and attendance at a public full primary School.
- ◆ Any health concerns or known medical conditions are to be advised to the school. This information needs to be held by the school and by the home stay family. Carrying of any medication at school is prohibited. Any medication that is required to be taken during school time is to be held and administered by the school office in terms of our school policy.
- ◆ It is compulsory for all students to have Medical and Travel Insurance: *“Most students are not entitled to publicly funded health services while in New Zealand unless they are:*
  - ◆ *A resident or citizen of Australia; or*

- ◆ *A national of the United Kingdom in New Zealand; or*
- ◆ *The holder of a temporary permit that is valid for two years or more.*

If you do not belong to one of these special categories and you receive medical treatment during your visit, you will be liable for the full costs of that treatment. Gordonton School will not accept any students that do not have Medical and Travel Insurance.

- ◆ Student's passport and medical insurance must be sighted by the school office on arrival and verified copies, including photo of student shown on passport along with any entries/visa and permits pertaining to study rights in New Zealand.
- ◆ Gordonton School retains the right to terminate any contracts entered into pertaining to the student studying at their school. This could result if the student is considered not be making progress or is deemed in need of special educational services, to assist with mainstream learning over that currently offered by the programme. If required an independent assessment will be undertaken and the cost of this will be deducted from fees prior to any reimbursement on termination of study at Gordonton School.
- ◆ If a student leaves and ceases to study at Gordonton School for any reason New Zealand Immigration will be advised.
- ◆ Gordonton School will monitor the welfare of students and will act in accordance with the measures stipulated in the International Student Homestay Guidelines published by the Ministry of Education.
- ◆ A summary of the Code of Practice for the Pastoral Care of International Students is included with this documentation.
- ◆ Further information is available in 'The Gordonton School International Student Handbook' and 'The Provisions for International Students 2003/2004'. Both of these are available on request at the School Office.



# GORDONTON SCHOOL

## REFUND CONDITIONS FOR INTERNATIONAL STUDENTS

If a student withdraws from his/her course of study before the completion date, he/she may be eligible for a refund of tuition fees. If a refund of fees is requested, the following procedures and guidelines would apply:

### ***To be eligible for any refund:***

- To be eligible for a refund, parents must apply in writing to the Board of Trustees setting out the special circumstances of the claim within one month of the last day of attendance. You must also complete the official leaving process and attach the Leaving Certificate
- In every case, the school undertakes to look fairly at applications for a refund of fees or part-fees

### ***If the application is made before the start of the course:***

Fees will be refunded in full less the administration charge of \$200

### ***If the application is made after the start of the course, (i.e. in Terms 1 or 2) but before the second half of a course (i.e. in Terms 3 and 4):***

Fees will be refunded less:

- An administration charge of NZ\$200
- Costs to the school already incurred for tuition
- Components of the fee already committed for the duration of the course
- Specialist fees (*if applicable*)
- Appropriate proportions of salaries for teachers and support staff (if applicable)
- Costs already incurred for the use of facilities and resources
- Any other costs already incurred

### ***If the application is made after the second half of a course:***

There will be no refund, except under exceptional circumstances (*see Compassionate Refunds below*)

### **Compassionate Refunds:**

In exceptional circumstances, refunds may be granted on compassionate grounds (e.g. death of a close family member, serious illness, accident). All such refunds will be at the discretion of the Principal and the Board of Trustees.

### **If an international fee-paying student gains residency during the course:**

No further fees are to be paid (*a refund may be made on the unused portion of the prepaid fees depending on the School's policy and what is stated in the Conditions of Acceptance*). The new resident will then abide by the school's enrolment scheme if one is in place. Documentation of residency must be provided within 14 days of it being granted.

### **The Board of Trustees will make no refund:**

- When a student is required to leave the school for a breach of the rules and conditions of enrolment at the school or has broken the New Zealand law
- Where a student has been stood down, suspended or excluded
- Where a student returns home for any reason other than serious illness or death of a close family member
- If the enrolment application is found to be inaccurate in any way and the contract is terminated
- If a student wants to transfer to another school or education institution

### **Payment of Refunds:**

All refunds will be paid to either the parents of the student or to an agent with written authority from the parents. No refunds will be given directly to the student.

### **Fees Protection:**

The School has a fee protection policy to safeguard the fees paid by International Students, in the likely event that the school may not be able to continue delivering tuition to the international students. This policy ensures that the school retains sufficient funds to meet the requirements of any refund in these circumstances.

The New Zealand Immigration Service will be notified if any student ceases to attend Gordonton School for whatever reason.

I agree with these refund conditions

Parent's Full Name \_\_\_\_\_ Date: \_\_\_\_\_

Print Parent's Full Name \_\_\_\_\_

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



**GORDONTON SCHOOL**  
**STATEMENT OF DESIGNATED**  
**GUARDIAN/CAREGIVER ARRANGEMENTS**

I/We acknowledge that I/We have decided to place my/our child within the care of a caregiver vetted and monitored by myself/ourselves in order for them to attend Gordonton School as an International Fee Paying Student. Accordingly I/We take full responsibility and accept the decisions made by my/our designated agent about the homestay placement and day to day requirements of my/our child.

They will attend Gordonton School for (    ) terms, from \_\_\_\_\_ to \_\_\_\_\_

Full name as appears on passport: \_\_\_\_\_

Preferred name in New Zealand: \_\_\_\_\_

I/We have placed my/our child in the care of their guardian/caregiver.

Full name of Guardian \_\_\_\_\_

Known address and contact numbers are:

\_\_\_\_\_  
\_\_\_\_\_

New Zealand Immigration Status: \_\_\_\_\_

Should this arrangement change I/We undertake to inform Gordonton School immediately. Further, I/We understand that should Gordonton School have any concerns regarding the welfare of my/our child they may refer for further actions or refer the matter to the relevant child welfare authorities, or any other appropriate agency in New Zealand.

I/We take full responsibility for placing my/our child with the designated Guardian/Caregiver named above and I/We understand that Gordonton School is not responsible for my/our child outside of normal school hours and activities. I/We do however understand that Gordonton School will make every endeavour to provide for the care and welfare of my/our child at all times while studying in their school.

*Gordonton 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: <http://www.minedu.govt.nz>.*

Signed by: \_\_\_\_\_ Parents/Guardian

Dated: \_\_\_\_\_

