

PART THREE:

PLEASE COMPLETE THE INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT (SUPERVISOR) ONLY IF THE STUDENT WILL BE LIVING IN TEMPORARY ACCOMMODATION IN THE CARE OF A SUPERVISOR WHILE ENROLLED AT THE SCHOOL. (This form is not required where the Student is in the care of a parent or legal guardian.)

INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT (SUPERVISOR)

Terms and Conditions:

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

Accommodation means the temporary residential accommodation provided to the Student under this Agreement.

Accommodation Requirements means the rules and requirements of the accommodation as set out in Schedule One.

Agreement means this International Student Accommodation Agreement (Supervisor) between the Student, School, and Parents which governs the student's accommodation arrangements.

Application Form means the standard enrolment application form.

Code means The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 as updated from time to time and available online at www.legislation.govt.nz under Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

Contract of Enrolment means the agreement between the Student, the School and the Parents which governs the student's tuition.

Parents means the Parents referred to in the application form.

Residential Caregiver means the person responsible for the Student at the temporary accommodation. For the purpose of the Agreement, the residential caregiver is a supervisor.

School means the school referred to in the contract of enrolment.

Student means the international student residing at the accommodation as named in the application form.

Supervisor means in the case of temporary accommodation, a supervisor who is responsible for the care of international learners.

Tuition means the education of the Student at the School, or in appropriate circumstances, education provided to the Student by the School through online, remote or distance learning.

All other terms have the same meaning as in the contract of enrolment.
2. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to live at an accommodation approved by the School that complies with the requirements set out in the Code.
3. The Parents and Student agree to the following terms and conditions of the accommodation:
 - (a) The Parents agree that the School is not responsible for the Student's day to day care where the Student is in the care of a residential caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purpose of supervising them during the period of enrolment.
 - (b) The School agrees that all information regarding the residential caregiver, the Parents and the Student relating to the accommodation will be kept confidential, except disclosure:
 - (i) To the Student, the Parents or residential caregiver (as the case may be); or
 - (ii) To any professional consultant or such person where it is in the interests of the Student to provide the information; or
 - (iii) According to any statutory or other legal duty.
 - (c) The Parents agree that if behaviours or conditions of the Student emerge after placement with a residential caregiver such that the residential caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement.
 - (d) The Parents or the Student have the right under the Privacy Act 2020 to see and request corrections of any personal information held by the School concerning them in relation to the Student's placement with a residential caregiver.
 - (e) Under the Privacy Act 2020, any information collected may be provided to education authorities.

- (f) These terms and conditions may be changed by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.
4. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the residential caregiver and during the accommodation, the School may (in its sole discretion):
- (a) Charge the Parent such fees as required to pay for extra requirements due to providing misleading information or the lack of disclosure; or
- (b) Terminate this Agreement.
5. The School will ensure that to the best of its ability:
- (a) The accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
- (b) The residential caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and
- (c) The Student only engages in lawful, responsible and positive recreational activities outside of School.
6. Unless otherwise agreed in writing by the parties, the Parents agree for the Student to travel and stay overnight within New Zealand in the care of their residential caregiver according to the travel itinerary for the group and participate in the activities identified in the itinerary.
7. The Student will seek specific written agreement from the School before the Student, being a Student of any age, participates in any activities organised and supervised by the School which are considered to be adventure activities or extreme sports. The School will only give such agreement where approved by the Parents.
8. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include regular check-ins with both the Student and the residential caregiver.

Expectations

9. The Student will comply at all times with the Accommodation Requirements (Schedule one) and the Parents shall work with the School to ensure such compliance.
10. In the event that the Student is removed from the residential caregiver for any reason, the School will take all reasonable steps to find, over a reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved accommodation for the Student.

11. The Student will treat the accommodation with due care and respect and the Student is liable for costs associated with repairing any damage caused to the accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the accommodation by the Student.

Fees

12. The Parents must pay all accommodation fees as defined in the applicable contract of enrolment.

Termination

13. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
14. If the Student is suspended, expelled or excluded from the School, the parties agree that this shall constitute a breach of the Accommodation Requirements and this Agreement may be terminated as a result.
15. Where this Agreement is terminated, a request for the refund of any fees will be considered in accordance with the School's policies.

General

16. This Agreement shall be construed and take effect according to 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:
- (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 1996 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.
17. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be considered to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be considered to have been received when acknowledged by the party or by return email.
18. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings, or agreements.
19. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.

Disputes

20. The parties agree that any dispute in relation to this Agreement will be resolved according to the Code and School Policies.

Accommodation Requirements

(Schedule One)

While living in temporary accommodation approved by the School, the Student agrees:

21. To comply with all laws of New Zealand.
22. Not to engage in any social or leisure activities that may place them or other persons, in undue danger or risk of harm. This includes the Student putting themselves in a position which may give rise to suspicions or allegations of such activities.
23. To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments.
24. To comply with all rules, expectations and curfews set by the School and the residential caregiver (supervisor), including any policies of the School which apply.
25. To not use or not do anything which may cause damage to the temporary accommodation, including applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the accommodation.
26. To keep the residential caregiver (supervisor) informed of their whereabouts at all times.
27. To stay at the temporary accommodation daily and not to travel overnight outside of the town or city (as defined by the School) where the student is living without prior written permission of the School. This clause shall not prevent the Student travelling between the accommodation and the School.
28. To respect the privacy, values, and property of the accommodation.