

Tuition Agreement

This Agreement shall be signed on behalf of the Student by the parents of the Student.

School: Botany Downs Secondary College (“the School”)

The student identified in the application shall be referred to in this agreement as “the Student”.

1. The School shall provide tuition to the Student in accordance with the New Zealand Ministry of Education Code of Practice and the laws of New Zealand in return for an annual fee.
2. The Student shall:
 - 2.1 Comply with the rules and policies of the School and with the reasonable instructions of the teachers of the School. This agreement may be terminated by the School if the student fails to comply with the school rules or the rules relating to conduct in school homestays.
 - 2.2 Comply with the conditions of their Visa. If a student breaks the terms of the visa, tuition may be terminated, and the New Zealand Immigration Service informed, which may result in the student's having to leave New Zealand.
 - 2.3. Wear the uniform correctly and in neat, tidy and clean condition, and abide by the school Code of Conduct and Homestay rules.
 - 2.4 Attend School on all occasions when it is open unless prevented by illness, in which case the Caregiver shall inform the School immediately. The School reserves the right to terminate this agreement in the event of poor attendance.
3. The parents or guardians of the Student (the “Parents”) 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 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 of the School to advise the Student’s homestay hosts of all matters and information required to be provided to parents of any student under the laws of New Zealand. The Parents irrevocably authorise the School to obtain information regarding the Student from the homestay hosts. The Parents agree to appoint the homestay hosts as their agents in New Zealand to receive such information in substitution for the Parents.
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 from time to time by the School.

INTERNATIONAL TERMS AND CONDITIONS

6. The School shall use its best endeavours to ensure the safety, health and wellbeing of the Student but shall not be liable for any damage or harm caused to the Student or the Student's property.
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 Student may have under the Consumer Guarantees Act 1993.
9. Either party may terminate this agreement at any time upon two weeks' written notice being given to the other party. If the agreement is terminated by the school, the refunds policy for international students as outlined below shall apply ("refunds policy").
10. It is acknowledged that all relevant provisions of the Education Act 1989 shall apply to the Student in New Zealand. Any decision under these provisions to expel 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 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.
13. 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.
14. The Parents and the Student acknowledge that:
 - 14.1 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;
 - 14.2 All personal information provided to the School is collected and will be held by the School at 575 Chapel Road, Howick, Auckland; Tel: (09) 273-2310;
 - 14.3 If the Student/Parents fail to provide any information requested in the application for tuition, the School may be unable to process the application;
 - 14.4 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.
15. The Student's level of English (assessed on arrival in NZ) and academic record will be taken into account when determining acceptance and course placement. The Parents accept the right of the School to effect a change of course if this is seen to be in the best interests of the Student. Some subjects may not be available, and some may require prior learning for eligibility.

INTERNATIONAL TERMS AND CONDITIONS

16. The student and parents will accept and abide by the school's decision regarding accommodation suitability, and rules regarding accommodation. Should Botany Downs Secondary College have any concerns regarding the welfare of the child, they may relocate the child to a home approved by Botany Downs Secondary College, or may refer the matter to the relevant child welfare authorities or any other appropriate agency in New Zealand. Botany Downs Secondary College will advise the parent immediately if such a situation occurs. In the event that the student's behaviour in the home is considered unacceptable by the host family and the school, and if another suitable homestay cannot be found, the school reserves the right to terminate this agreement. Please view the rules regarding Accommodation in the Enrolment Information below.
17. The student and parents accept and agree that whilst enrolled as an international student at Botany Downs Secondary College the student will neither own nor drive a car.
18. The parents give permission for:
 - 18.1 the student to go on school trips and excursions arranged by the school, activities undertaken with the homestay family and tours run by organisations specifically, for International Students provided safety requirements have been met. These may include day trips or overnight trips.
 - 18.2 the student to take part in adventure activities including: bungy jumping, sky diving, mountain biking, snorkelling, kayaking. If the parents do not agree to their child under 18 taking part in any of these activities, they will inform the school in writing. Agreeing to these terms will be deemed by the school to be agreed consent to all activities.
19. Students are not permitted to travel independently and unsupervised outside the Auckland area while holding a Student Visa for Botany Downs Secondary College
20. The same school and homestay policies and rules apply to all international students, regardless of age (over or under 18 years) while holding a visa for Botany Downs Secondary College
21. Should any significant physical or mental health concerns arise while the student is at Botany Downs Secondary College, the school will contact the parents as soon as possible to work towards a resolution. The school reserves the option of returning the student safely to the parents should this be deemed necessary.
22. If the student is involved in criminal activity, the school will contact the parents as soon as possible. The school reserves the right to terminate the student's enrolment if appropriate. The Parents acknowledge that the use of any illegal drugs by the Student will result in instant termination of enrolment, and the Student being sent home. The Student and Parents agree that the School may require the Student to submit to a drug test if the School has reasonable suspicion that the Student has been using illegal drugs.
23. The parents agree:
 - 23.1 We have disclosed to the college all special educational and health needs of the student prior to the signing of this agreement.
 - 23.2 We give the college permission to make a decision on the advice of a medical practitioner, in a medical emergency.
 - 23.3 We acknowledge that this agreement may be terminated by the School if the enrolment of the Student is based upon any false declaration or information provided by us or the Student, or the failure to provide information.

INTERNATIONAL TERMS AND CONDITIONS

- 23.4 We have read and understood the terms set out in this agreement including the attached schedules and agree to them.
- 23.5 We have read and understood the Enrolment Information below and undertake to abide by all policies and procedures of the School, including:
- 23.5.1 Insurance requirements
 - 23.5.2 Travel Policy
 - 23.5.3 College Code of Conduct
 - 23.5.4 BDSC Cybersafety
- 23.6 We have read and understood the Accommodation policies and agree to accept the terms set out.
- 23.7 We consent to provision of access to the internet.
- 23.8 We consent to use of photographs of our student in school publications and website, and for promotional purposes.
- 23.9 We agree to inform the school in writing of our plan for the care of our child from the last date of their enrolment at Botany Downs Secondary College until they return home. This plan will include all flight and travel details and information on who will be responsible for their care during this period.
24. It is understood that this contract is current until the end of the school year in which the Student enrolls and may be renewed yearly subject to the satisfactory performance and attendance of the Student. The issuing of an invoice for a new period of tuition, and the receipt of fees for that period, will be understood by both parties to constitute renewal of this contract for the period for which tuition fees have been paid.

Refunds Policy

25. If the Student withdraws from the course prior to starting the course, fees will be refunded less an Administration fee of \$1,000. This includes if a Student is not granted a Student visa. If the Student voluntarily withdraws from the course after the start of the course, there will be no refunds except in exceptional circumstances. To apply for a refund, the Parents must apply in writing to the Board of Trustees setting out the special circumstances of the claim. Any refund will be based on the date that the letter of application for a refund is received. If a refund is granted, fees will be refunded less:
- 25.1 The full Administration fee paid for the period of enrolment;
 - 25.2 Costs to the School already incurred for tuition, specialist fees and the use of facilities and resources;
 - 25.3 Components of the fee already committed for the duration of the course;
 - 25.4 Appropriate proportions of salaries for teachers and support staff;
 - 25.5 Any other costs already incurred.

INTERNATIONAL TERMS AND CONDITIONS

26. No refund will be made:
- 26.1 Where the Student is asked to leave the School because of misbehaviour, poor attendance, failing to comply with homestay rules, abuse of drugs or alcohol or violation of the rules regarding motor vehicles;
 - 26.2 Where the Student obtains domestic student status;
 - 26.3 Where the Student wishes to transfer to another educational institution;
 - 26.4 Where this agreement is terminated by the School due to any of the conditions of the agreement having been breached.
27. In the event that the School approves a refund, the approved amount may be refunded to the person who paid the fees, or into a bank account number provided in writing by the Parents.
28. In the unlikely event that the School ceases to provide a course of educational instruction as contracted with the Student, or ceases to be a signatory to the Education (Pastoral Care of
29. International Students) Code of Practice, a refund will be made of fees paid for services not delivered, or of the unused proportion of fees. This refund may be transferred to another institution, or paid to the Student (over 18), or to the Parents of a child under 18.

Accommodation Policies

30. The Student's enrolment at Botany Downs Secondary College is conditional on their living in one of three types of accommodation:
- 30.1 Homestay;
 - 30.2 Designated caregiver (close friend or relative of the Parents); or
 - 30.3 The Student's Parent who may apply for a Guardian Visa to care for them in New Zealand.
31. Students may not live independently or in any other forms of accommodation, regardless of their age. The Parents are required to inform the School of any changes to the caregiver's address and of any change to the Student's living arrangements prior to these changes being made.
32. Police vetting will be required for all caregivers, and occupants of caregivers' households who are 18 years or older, excluding the Student's natural Parents.

Homestay

33. Homestay families are selected, vetted and monitored by the School to ensure that a high standard of safe and supportive care is provided. The School reserves the right to move the Student to a new host family should it be deemed in the Student's best interest. If the Student or their Parents request a change of family, the School will consider this request but agreement is subject to the availability of a suitable host family. A notice period is payable to the host family in the event of a move. Homestay fees are payable in advance to Botany Downs Secondary College. Where the Student departs and there is unused homestay money in their account, this money will be refunded on request. This request must be received in writing by the School within twelve months of the

INTERNATIONAL TERMS AND CONDITIONS

Student's final school day together with Parents' bank details if the amount is more than \$800. On request unused homestay fees will be returned to the Student's bank account, or in cash, if less than \$800.

Designated Caregiver (DCG)

34. The DCG is appointed by the Parents and the Parents agree that they take full responsibility and accept the decisions made by the DCG about the day to day requirements for the child. The Parent agrees that the DCG will be visited, police vetted and approved by Botany Downs Secondary College. An initial visit will take place prior to, or soon after the Student's arrival at the School. Subsequent visits will be undertaken by the School to monitor and verify the presence and ongoing suitability of the DCG. The DCG is required to provide evidence of their residence or visa status in New Zealand. At no time may the DCG leave the Student alone or with any other caregiver overnight or longer without obtaining prior approval from the School for a change to the Student's care. **The Parent agrees that no change will be made to the DCG without prior approval by the School.**

Parent

35. The Parent who is caring for a Student in New Zealand **may not leave them unsupervised overnight or for any length of time and may not leave them in the care of others without prior approval from the School.** If a Parent leaves a Student unsupervised in New Zealand, the Student's enrolment at Botany Downs Secondary College will be terminated and New Zealand Immigration will be informed. Parents must follow all the policies of the School at all times. Evidence of the Parent's relationship to the Student and visa status in New Zealand are required by the School.

Academic Qualification

36. The qualification offered at Botany Downs Secondary College is the NCEA (National Certificate of Educational Achievement). This is the New Zealand national qualification and is recognised internationally. The New Zealand education system and qualifications are highly regarded, and our education is considered one of the best education systems in the world.
37. The NCEA qualification may be gained at three levels: Level 1 is usually gained in year 11, level 2 is usually gained in year 12, and level 3 in year 13. Students may enter New Zealand schooling at level 1, 2 or 3, provided that they have sufficient English language proficiency, and prior learning in the subjects they choose.
38. NCEA level 3 is needed for University entrance in New Zealand and in most other countries. More information on the NCEA may be found on the [NZQA website](#).

Academic Progress and Reporting

39. Botany Downs Secondary College has International Student Deans who closely monitor the academic performance of international students. If the students are not achieving as expected, the Deans will put in place measures to support the students to improve their performance. These may include discussions with teachers on how to support the student's learning, ongoing counselling of the student, liaison with host parents, contacting natural parents, scheduling extra English classes. The school reports fully on academic progress once a year, and issues progress reports in March and June. These reports are not sent out; they may be accessed via our Parent Portal. See details at the end of this document. Caregivers are encouraged to attend teacher-student interview evenings to speak directly to teachers about how students are progressing.

Acceptance and Placement

40. The Student's level of English, prior learning, age and emotional development will be taken into account when determining acceptance and course placement. The level of study stated in the offer of place is based on the information available to the School prior to acceptance. The Student will be assessed on arrival, and the level of study determined. The Parents accept the right of the School to effect a change of course if this is seen to be in the best interests of the Student.

Academic Achievement

41. The School expects all Students to have a positive attitude to their learning and to try their hardest to achieve. If Students do not work hard and if, in spite of all efforts made by the School to support their learning, they are not achieving at the expected standard, the School reserves the right not to offer the Student a place in the following School year.

Attendance

42. The Student must attend on all days that the School is open for tuition. Where it is necessary for the Student to absent themselves from School the reason for the absence must be communicated to the School. Where the Student continues to absent themselves from the School for no valid reason, they run the risk of having their contract with Botany Downs Secondary College revoked. The Education Act does not allow for students to miss school for holidays or travel during school terms. We would appreciate parents' support in ensuring that students attend school at all times and limit their holidays to the school holiday periods. Failing to do so may jeopardise the student's achievement at school and also their student visa.

Code of Practice

43. Botany Downs Secondary College has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016 as published by NZQA. Copies of the Code are available from the NZQA at [Education Code of Practice](#).

Complaints Procedures

44. If the Student or Parent feel they have been unfairly treated, or have concerns over any aspect of the Student's enrolment at Botany Downs Secondary College, they should in the first instance contact the Director of International Students, e.mckenna@bdsc.school.nz. If they do not feel their concerns have been adequately addressed, they may contact the Principal. In the event of ongoing dissatisfaction, they may make a complaint to the NZQA (Phone: 0800 697 296, email: gadrisk@nzqa.govt.nz). In the event of a financial dispute, the NZQA may refer the matter to the Disputes Resolution Scheme (DRS).

Medical information

45. Most international students are not entitled to publicly funded health services while in New Zealand. If the Student receives medical treatment during their visit, Parents 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>.

INTERNATIONAL TERMS AND CONDITIONS

46. The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but Parents 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>

Visa Requirements

47. It is a condition of enrolment that the Student comply with the conditions of their Visa. This includes the requirement to maintain 100% attendance unless the Student is ill. If a Student breaks the terms of their visa, tuition may be terminated, and the New Zealand Immigration Service informed, which may result in the Student's having to leave New Zealand. Full details of visa requirements are available through the New Zealand Immigration Service, and can be viewed on their website at <http://www.immigration.govt.nz> **PLEASE REMEMBER:** that the Student visa is issued by the Immigration Service on the condition that the student attends Botany Downs Secondary College. If the student attempts to enrol at another institution they are acting illegally and risk having the Student visa withdrawn.

Orientation

48. A comprehensive Orientation Programme is provided by the school when the student starts at Botany Downs Secondary College. This orientation will take place in the two days prior to the start of term 1, during the first two days of term 3, or at other times of year as needed. It covers all aspects of school life and important information about living safely in New Zealand. All new students are expected to book their flights to ensure that they arrive in time for the Orientation.

Quality Assurance

49. Botany Downs Secondary College is reviewed regularly by the Ministry of Education's Education Review Office (ERO). Our most recent ERO report may be viewed here: [Botany Downs Secondary College -- Education Review 2016](#)

Services and Support

50. Botany Downs Secondary College has Deans to support and advise students about academic matters, Homestay Co-ordinators to support students in homestays, and a school nurse and guidance counsellors to support their physical and mental health. First language support is available in Chinese, German, French, Spanish and Japanese. We also have sports and arts co-ordinators to advise students about our co-curricular programme.

Student Behaviour

51. The School's expectations for Student behaviour may be viewed in the School Code of Conduct.

Travel Policy

52. Parents are welcome to visit their child, and travel with them during school holidays. We also support students travelling on school trips, with host families, or on organised tours by outside providers that have been approved by the school. Information on these trips is available from the International office. Travel with outside providers is at the parents' own risk and the school will not become involved in any dispute between families and these providers and is not liable for any harm that may come to the student while on one of these trips.

INTERNATIONAL TERMS AND CONDITIONS

53. Students must have prior permission from the Director of International Students to undertake any travel that is not with their Parents or Caregivers. We will not give permission students under 18 to undertake independent travel or travel that is not accompanied by an adult over 24. A “permission to travel” form may be obtained from the International Office and should be submitted for approval a minimum of three weeks before the intended travel. Unauthorised travel will result in disciplinary consequences which could include contract termination.

Work Rights

54. Under the terms of their student visas, international students enrolled at Secondary schools may only obtain part-time jobs under the following conditions:
- 54.1 If they are in year 12 or 13;
 - 54.2 If they have written permission from the school, their parents and their host parents; and
 - 54.3 If they have obtained work rights on their visa conditions from the NZ Immigration service.
55. If the above conditions have been met, they may work up to 20 hours a week during school terms, and full time during holidays. However, this school prefers that they do not work more than 10 hours a week during school terms. We reserve the right to withdraw the permission to work if the student’s attendance or academic performance is negatively impacted by their working. If the Student is found to be working without the legal right to do so, NZ Immigration will be informed and the Student’s visa may be revoked. The Student will also be the subject of disciplinary action by the school.

Computer Access and Bring Your Own Device

56. Botany Downs Secondary College expects all Year 9 to Year 13 students to bring their own device (BYOD) to support their learning. Students will be able to access the internet, using the wireless network on campus. This includes access to Office 365 and Monitor Web Printing.
57. The most suitable device for learning is laptop or similar with a keyboard, and reasonable screen size. You may wish to consider a device that allows a pen to be used, as this enables a blend of typing, writing and drawing. A smartphone is not suitable. More information about specifications are below.
- 57.1 A Laptop or Tablet with dedicated keyboard;
 - 57.2 At least 12” (30cm) screen size;
 - 57.3 Minimum 6-8 hours battery life from one charge;
 - 57.4 Preferably light and robust;
 - 57.5 Has a protective carrying case.
58. The Years 9 to 11 curriculum and learning activities are being adapted so that teachers expects students to bring their device every day, just like one might expect a text book to be brought to class. Every student at the college is issued with a unique network ID or username and password(s) which allow him/her to log onto the College’s network when onsite. All students have access to a Cloud-based service (Office 365) which gives students a personal College Outlook email account, document storage (OneDrive) and the ability to view, edit and create Microsoft Office documents in the cloud. The Office 365 version of Microsoft Office allows for creating and

INTERNATIONAL TERMS AND CONDITIONS

opening/editing Word, Excel, Power Point, OneNote documents and integrates with the full Office suite, if available on the device. The Office 365 Student Advantage Programme allows BDSC students to install Microsoft Office 2013 / 2016 on up to 15 devices – students will receive information how to install it in their first days at school.

59. If you prefer your child to buy a device in New Zealand, Botany Downs Secondary College has a partnership with Harvey Norman with special prices and technical support available. For further information about BYOD please visit Harvey Norman's website: <http://www.harveynorman.co.nz/computers>. For more information, contact Harvey Norman on 0800 464 278 or email Satpal Rehal, National Corporate & Education Coordinator, Harvey Norman, satpal.rehal@nz.harveynorman.com

BDSC Web Portal

60. The Botany Downs Secondary College Web Portal is a platform for parents and students, which provides access to detailed information and useful functions (including online payment of accounts). The web portal may be accessed using a browser at <http://webportal.bdsc.school.nz> or using the **KAMAR App** available from the [Apple Store](#) (e.g. for iPad or iPhone) or [Google Play](#) (for Android phones or tablets). When you download the apps you will need to enter the domain:
- 60.1 webportal.bdsc.school.nz and the sign in with your user name and password (see below);
- 60.2 In the web portal the **user name** is the name of the student in the form: first name.last name (shortened to 16 characters for long names) and the **password** differs for the type of access (**parent** or **student**).
- 60.3 The user name and passwords are emailed to the main contact email – the one that reports are sent to – and to students (to their school email). Please note that siblings are not linked together in the same parent account (i.e. if you have two children, you will have two logins). Queries about access should be referred to the SMS Administrator, Mrs Sue Clark, s.clark@bdsc.school.nz or phone 273 2310 ext. #462.
- 60.4 When you use the browser web portal <http://webportal.bdsc.school.nz> You will need to enter your username and password:

Username:	<input type="text" value="Username"/>
Password:	<input type="password" value="••••••"/>
<input type="button" value="Login »"/>	

61. In summary the following functions are available:
- 61.1 **Details:** All contact and the main personal details are presented for review (including secondary caregiver and emergency contacts, medical details);
- 61.2 Please keep all details up to date: a **change details** form is provided to advise us of any changes to these details;
- 61.3 **Timetable** - details are provided;
- 61.4 **Attendance** - records are period by period and updated regularly (live);

INTERNATIONAL TERMS AND CONDITIONS

- 61.5 **Assessment** - records;
- 61.6 **NCEA summary** – includes details of the annual official NCEA results, a summary by year of all credits earned and an up-to-date table showing current qualification progress, and a full record of all NCEA assessment results;
- 61.7 **All Results** – all assessments for every year are listed;
- 61.8 **Current Results** – current year assessments with results are listed;
- 61.9 **Groups** – groups that a student is involved with are listed (current and previous year);
- 61.10 **Awards** – school awards achieved are listed;
- 61.11 **Reports** – are available;
- 61.12 **Fees** – a record of fees owed/paid by the student (doesn't include international student fees).