



International Student Contract /Terms and Conditions

The Parties to this contract are:..... and Linwood College Board of Trustees

(Parent/Guardian/Student/Agent) – circle as appropriate)

Student Name/ Group Name:	
Beginning date of enrolment:	
End date of enrolment:	

1. Linwood College will provide tuition services to the Parent/Guardian/Agent/Student. The above parties acknowledge that.....the student is the recipient of the tuition services but is not party to this contract if under 18.
2. Linwood College has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students. Copies of the Code are available from the New Zealand Qualifications Authority website at www.nzqa.govt.nz/the-code
3. The Parent/Guardian/Agent/Student appoint and authorise the Principal of Linwood College to:
 - 3.1 Receive information from any person or authority concerning the student for medical, educational and welfare purposes.
 - 3.2 Provide consents in respect of any activity carried out and authorised by the school.
 - 3.3 Receive financial information relating to the student for immigration requirements.
 - 3.4 Provide consents that may be necessary to be give on the student's behalf in the event of an emergency where it is not possible to contact the Parents/Guardian/Agent.
4. Linwood College will use its best endeavours to ensure the safety, health and well-being of the student but will not be liable for any damage or harm caused by the student or the student's property in the student's accommodation or while attending school or outside of normal school hours.
5. Visas
 - 5.1 A student visa (or a limited visa granted for the purpose of study) is required for International Students coming to New Zealand to study for more than three months. Study must be the main purpose of the visit. For students whose study period is less than three months, they may enter under a visitor's visa. A student visa (or a limited visa granted for the purpose of study) is subject to certain conditions and any breaches will be reported to Immigration NZ. Breaches of visa conditions may possibly result in revoking of a visa. Visa conditions can include, but are not limited to:
 - 5.1.1 Having sufficient funds for maintenance while in New Zealand
 - 5.1.2 Attending the course at all times unless there are genuine reasons for any absences, and making satisfactory academic progress
 - 5.1.3 Studying at the place of study specified on the student visa
 - 5.1.4 Having acceptable insurance for the duration of the student visa



- 5.1.5 Working no more than the hours specified on the student visa (if the students are in Year 12 and 13 and have sought a variation of conditions with permission of Linwood College)
- 5.1.6 Living with a parent or legal guardian if required
- 6. The Refund Policy for the School is based on Section 4B(7) of the Education Amendment Act (No.4) 1991 and in compliance with the Education (Pastoral Care of International Students) Code of Practice 2016.
 - 6.1 Application for refunds must be in writing to Linwood College.
 - 6.2 Voluntary withdrawal by a student
 - 6.2.1 If notice of cancellation is received at least 7 days before the start of the course, the full tuition fee will be refunded minus a \$250 administration fee and any other costs incurred.
 - 6.2.2 If notice of withdrawal is received within 7 days after starting the course, the full tuition fee will be refunded minus a \$500 administration fee and any other costs incurred.
 - 6.2.3 If a student withdraws more than 7 days after the course begins a refund will not normally be given. In exceptional circumstances, a partial refund may be made at the discretion of Linwood College and depend on the circumstances and length of study already undertaken.
 - 6.2.4 No refund will be made when a student wishes to transfer to another school except at the discretion of Linwood College.
 - 6.3 Study Visa
 - 6.3.1 When a student changes visa status to one which entitles them to attend as a domestic student the current term's fees plus one subsequent term's fees will be retained. Fees paid beyond that point will be refunded. The student will then be considered as a domestic student.
 - 6.3.2 Failure by a student to obtain a study visa will result in the offer of place being withdrawn and the contract terminated.
 - 6.4 No refund will be made when a student is asked to leave the school because of misbehaviour, poor attendance or violation of New Zealand law.
 - 6.5 The signatory ceasing to provide a course of educational instruction or ceasing to be a signatory
 - 6.5.1 Should either situation in subclause (2)(c) or (d) or the Code of Conduct occur, Linwood College will deal with fees paid for services not delivered or the unused portion of fees paid as follows
 - 6.5.1.1 refund the amount in question to the student (or the parent/legal guardian)
 - 6.5.1.2 if directed by the students or the code administrator or the agency responsible for fee protection mechanisms, transfer the amount to another signatory as agreed with the student (or the parent/legal guardian).
- 7. Stand-downs, suspensions, exclusions and expulsions
 - 7.1 Linwood College will follow the provisions outlined in the Education Act 1989 and the Ministry of Education's guidance for schools on stand-downs, suspensions and termination of enrolment. Further information may be found at <http://www.education.govt.nz/school/managing-and-supporting-students/student-behaviour-help-and-guidance/stand-downs-suspensions-exclusions-and-expulsions-guidelines/>
- 8. Insurance
 - 8.1 Appropriate insurance is required in order to meet any health costs that may arise. Students are able to provide their own insurance cover. Linwood College is also able to purchase insurance on behalf of an international student. The company used for this is Unicare and further information is available at <https://www.uni-care.org/>
 - 8.2 Insurance must cover the following
 - 8.2.1 The student's travel
 - 8.2.1.1 to and from New Zealand; and
 - 8.2.1.2 within New Zealand; and



- 8.2.1.3 if the travel is part of the course, outside New Zealand
 - 8.2.2 Medical care in New Zealand, including diagnosis, prescription, surgery and hospitalisation
 - 8.2.3 Repatriation or expatriation of the student as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriations
 - 8.2.4 Death of a student including cover of: travel costs of family members to and from New Zealand; and costs of repatriation or expatriation of the body; and funeral expenses
9. Termination of enrolment /contract
The enrolment of an international student at Linwood College and/or this contract may be terminated in the following circumstances
- 9.1 Any disciplinary issue which results in suspension or stand-down may result in the termination of this contract and therefore the enrolment of the student.
 - 9.2 At any time by agreement between the parties
 - 9.3 If the student no longer holds or is no longer eligible to hold a valid student visa issued by Immigration New Zealand
10. This contract and therefore the enrolment may be terminated:
- 10.1 In the case of serious misconduct contrary to the values, expectations and rules of Linwood College
 - 10.2 If the enrolment application is found to be inaccurate in any way
 - 10.3 If the student no longer holds or is no longer eligible to hold a valid student visa or equivalent visa permitting study
 - 10.4 At the school's discretion at any point
 - 10.5 At any time by agreement between the parties.
 - 10.6 In the case of non-disclosure of any health or learning information which relates to any special needs and putting a student at risk.
11. Fees paid by international students for educational instruction are secure and protected in the event of student withdrawal or the ending of educational instruction or the closure of the signatory.



Parents/legal guardian/agent and student declaration and authorisation

We declare that the information contained in all application documentation is both true and accurate. We agree that we have received sufficient information to make an informed decision about enrolment at Linwood College. We agree that we have accurately disclosed any health and learning information. We agree to the terms and conditions as outlined in this document.

Linwood College

Signature

Name

Date

Parent/legal guardian/Agent

Student (if over 18) (not applicable for groups)

Signature

Signature

Name:

Name:

Date:

Date: