



Marina View School

International Fee Paying Students

Application Materials For Attendance
At Marina View School

97-99 Marina View Drive, West harbour 0618
Phone (09) 417 0007 <http://www.marinav.school.nz>

International Students Enrolment Checklist

Name of child: _____

1. Application Form x2
 - International Students Application Form
 - Pupil enrolment

*Parents must sign an enrolment form
2. Passport : Students and Parents or Residential Caregivers
3. Family Register
4. Medical and Travel Insurance Documentation :In the case of overseas policy providers, students must provide the school with the policy details in English, before the student attends classes.
5. Payment \$11,000 + GST (Excluding Administration Fee \$1,000 + GST) a year
6. Marina View School's Cybersafety Student Use Agreement form
7. Proof of Address (e.g. power bill, phone bill, etc)
8. School Report from his/ her previous school(optional)
9. Contacting parents who are overseas prior to enrolment if the students are enrolled by others(email address)
10. Inform residential caregivers
 - A. students need to have regular contact with their parents (Phone or email)
 - B. Police Vet
 - C. Home Visit
11. Emergency Contact Person & Phone Number both overseas and NZ for the students who are over 10 years of age and are staying with residential caregivers



**MARINA VIEW SCHOOL
APPLICATION TO ENROL AS
AN INTERNATIONAL STUDENT &
TUITION AGREEMENT – Years 1-8**

Verification
(Office use
only)

Name of Student: _____ Date of Birth: ___/___/___
(Family Name) (First Name)

Ethnicity _____ Date of Entry into New Zealand: ___/___/___

Length of time International Student wishes to enrol for:

From ___/___/___ to ___/___/___

Passport,
student visa
and student
permit
photocopied

Will the student (named above) be living with a parent?

Yes No

Details: i.e.
Passport
verified and
photocopied

Details of the **Parent** the International Student (named above) will reside with while attending Marina View School.

Name of Parent: _____
(Please Print Full Name)

New Zealand Address: _____

Phone: (09) _____ Mobile Phone 02_ _____

Passport
Copied

Proof of
Residential
Details

Emergency Contact details:

Name/s: _____

Address: _____

Phone: _____ Mobile: _____

Marina View School expects to be able to meet the learning needs of children enrolled at the school.

- Does the International Student (named above) have any special learning or behavioural needs?

Yes No

Details if applicable: _____

<p>All International Students enrolled at Marina View School must be in good health and have Medical and Travel Insurance.</p> <ul style="list-style-type: none"> Does the International Student (named above) have good health? Yes <input type="radio"/> No <input type="radio"/> What type of Medical and Travel Insurance does the student have for the duration of his/her time of study in New Zealand? Policy No: _____ 	<p>Medical Insurance Details Checked and Photocopied</p>
<p>I have been informed about and received a summary of the Code of Practice for International Students: Yes <input type="radio"/> No <input type="radio"/></p>	<p>Copy of Summary Code</p>
<p>I have been informed about all costs involved with enrolment and the school's policy regarding fee protection and refunds: Yes <input type="radio"/> No <input type="radio"/></p>	<p>Refund & 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 <input type="radio"/> No <input type="radio"/></p>	<p>Prospectus Insert International Student Policy Complaints Policy</p>
<ul style="list-style-type: none"> I have read, understood and accept the Policies, rules and procedures regarding International Students at Marina View School and agree to abide by them. I agree that all disputes will be dealt with in accordance with New Zealand law. I confirm all the information contained in this application is true and correct to the best of my knowledge and belief: I will inform the school if there are any changes to the details of this application; (including change of address and/or phone numbers). <p>Parent Signature: _____</p> <p>Date: _____</p>	

Marina View 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 Marina View School Board of Trustees.

Stamp:

This document, including the International Students Policy, forms the Contract

Application approved

Copy of Signed Contract to Applicant

Tuition fees are: \$ _____ per term or \$ _____ per annum (GST inclusive)

Period of tuition: Start _____ Finish _____

Tuition fee: \$ _____ x _____ terms = \$ _____

Total payable: \$ _____

Received by: _____ Date: _____

Receipt of fees: Term 1 Term 2 Term 3 Term 4 Full year

Paid in full Receipt issued

CONDITIONS OF ENROLMENT

Marina View School

I/We, the Parent(s), accept as a condition of enrolment that:

- (1) The student has a current Student Visa if enrolling for a period over three months.
- (2) The pupil named in this Contract will participate in the general school programme that gives Marina View School its' special character.
- (3) The student does not have special educational or behavioural needs that would require additional educational provisions or special equipment or specialist services in New Zealand.
- (4) The student will be living with their parent/s if students under 10 years of age, while in New Zealand and attending Marina View School. The student will be living with their parents or with a residential caregiver, if students over 10 years of age as per Prior Approval Application.
- (5) I/We have sighted the provisions laid down in the student information handbook and the information provided in the folder for international students, of the school, and will abide by the rules provided therein.
- (6) I agree that the information collected at the time of enrolment be used in the general administration of the school.
- (7) I agree to inform the school of any changes in my contact details and/or residential address.
- (8) Proficiency of English language is not necessary because students will be tested on arrival and placed appropriately.

Marina View 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 website at <http://www.nzqa.govt.nz>

SIGNED _____ (parent)

FOR SCHOOL USE ONLY

The applicant is accepted / not accepted for Enrolment.

Signed _____ Principal _____

Date _____

MARINA VIEW SCHOOL **Contractual Agreement**

AGREEMENT TO PROVIDE TUITION SERVICES BETWEEN MARINA VIEW 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 Marina View 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 website at <http://www.nzqa.govt.nz>

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 parent for students under 10 years of age or students over 10 years of age can be living with a parent, or residential caregiver approved by the school.

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 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

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 students 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 Marina View 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 Residential Caregiver of all matters and information required to be provided to parents of any student and agree to appoint the Residential 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 and 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 student's 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. Force majeure means an event beyond the reasonable control of the party seeking to rely on 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 of venue or 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 and 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 Marina View School, 97-99 Marina View Drive, West Harbour, Auckland. 0618 Phone: 09 417 0007.

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

Signature of Applicant: _____
(Student)

Signature: _____
(Parent)

Signature for Marina View School

Designation: _____ (School)

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>

Refund Conditions and Procedures

All applications for a refund must be in writing to the Principal.

If the student has enrolled but has not yet started the course:

- Students must notify the school at least two weeks prior to their course commencing that they do not intend to start their course. The Tuition Fees may then be refunded in full less a \$1,000 administration charge.
- If an international student fails to obtain an appropriate study visa, The Tuition Fees will then be refunded in full less a \$1,000 administration charge.

If the student has started the course and is still in the first half of the course:

The Tuition Fee may be refunded less the following charges:

- An Administration Fee of \$1,000
- The cost of the course up to the end of the current term
- The Government charges that apply
- Any commission that has been paid

If the student has started the course and is in the second half of that course:

The Tuition Fees may only be refunded if there are special reasons for the student leaving such as becoming seriously ill or serious illness in the student's family or some other special reason. Refunds will be determined in the same manner as above.

If the school fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the school will negotiate with the student or their family to either:

- Refund the unused portion of international student tuition fees or other fees paid for services not delivered or
- Transfer the amount of any eligible refund to another provider

If the student changes to domestic student status during the period of enrolment, a refund may be made on the unused portion of the prepaid fees (refunds to be made on a Term basis)

If the student voluntarily requests to withdraw or transfer to another school, no refund of international tuitions fees will be made.

If a refund is to be claimed the parent of the student must:

- Write a letter explaining the special reasons,
- Supply a medical certificate

The Principal will make the decision about giving a refund in these circumstances.

There are **NO** refunds if the student has been asked to leave the school because of bad behaviour, poor attendance or because the student has broken the school's rules.

I agree with these refund conditions

Signed: _____

Parents full name _____ Date: _____

Students full name _____