

Pupil's Name:



middleton grange school

INTERNATIONAL

Christchurch New Zealand

INTERNATIONAL PUPIL CONTRACT OF ENROLMENT



ENROLMENT PROCEDURES

Application & Enrolment Help:
Phone: +64 3 341 4054
Email: inted@middleton.school.nz

Read all Contract of Enrolment material found in the International College prospectus or website, www.middleton.school.nz



Fill in this CONTRACT OF ENROLMENT(in full)



Acknowledge that all supporting documents have been read and understood



Post, email or fax to Middleton Grange International College



Enrolment contract processed & approved - **Letter of Acceptance** and **invoice** for fees sent.
An online interview may be requested



Payment of fees



We issue the **Offer of Place** and **Receipt**



Apply for a Student Visa



Visa approved - make travel arrangements



Advise the school of arrival date

Please include with Contract of Enrolment:

- Recent passport sized photo
- Previous academic record (school reports) for past 2 years
- Any other certificates that would assist assessing your application



Contract of Enrolment processed or declined



Letter sent to inform of decision

Please Note: This Contract of Enrolment and the Policies are issued by the School in English and if you have received a copy in another language, that translation is not an authorized translation. It is the English language version issued by the School that forms part of this Contract.

Contract of Enrolment



30 Acacia Avenue, Christchurch 8041



inted@middleton.school.nz



+64-3-341 4054

A. PERSONAL INFORMATION

(This Contract of Enrolment must be completed in FULL)

Pupil Details		
Family Name	Given Name	Preferred Name
Date Of birth	Age at Application date	Gender: Male <input type="checkbox"/> Female <input type="checkbox"/>
Your email Address	Your skype Address	Your mobile Phone number
Nationality	Country of Birth	
Passport Number	Expiry Date	

Parent Details	
Father's Family Name	Mother's Family Name
Father's Given Name	Mother's Given Name
Home Address	Home Address
Occupation	Occupation
Home Telephone Number	Home Telephone Number
Work Telephone Number	Work Telephone Number
Mobile Phone Number	Mobile Phone number
Email Address	Email Address
Do you read or Speak English Yes <input type="checkbox"/> No <input type="checkbox"/>	Do you read or Speak English Yes <input type="checkbox"/> No <input type="checkbox"/>
Religion / Denomination	Religion / Denomination

Brothers and sisters				
Name	Age	(Male/Female)	School Grade	Occupation

Referring Agent Information	
<i>(If enrolling through an Agent, this section MUST be completed)</i>	
Agency Name	
Contact Person	
Address	
Phone Number	Mobile Number
Email Address	

Medical Details (to be completed by parent)

Please tick the box of any medical conditions your child suffers from

Asthma <input type="checkbox"/>	Food Allergies <input type="checkbox"/>	Epilepsy <input type="checkbox"/>	Heart Conditions <input type="checkbox"/>
Allergies <input type="checkbox"/>	Diabetes <input type="checkbox"/>	Migraines <input type="checkbox"/>	Back/Neck Problems <input type="checkbox"/>
Bee Stings <input type="checkbox"/>	Glandular Fever <input type="checkbox"/>	Hepatitis A or B <input type="checkbox"/>	Other <input type="checkbox"/>

Please write details of any condition your child has:

Is your child taking any medication? Yes No

If yes, please list and explain

Are there any other physical or mental health conditions or concerns that would place your child at risk? (e.g. depression) Yes No

If yes, please explain

Does your child have any special learning or behavioural needs? (e.g. dyslexia) Yes No

If yes, please explain

Please note: If your child is on any medication, it is advisable for them to continue to bring it to New Zealand

I confirm that the information provided is true and accurate. I understand that if I do not disclose relevant information my child's place may be revoked. (Failure to disclose means that Middleton Grange School cannot provide the care and support your child needs.)

Parent Signature:**Date:****Insurance Details**

Middleton Grange International College recommends Uni-care and Studentsafe insurance. These policies are compliant with the Ministry's Education (Pastoral Care of International Students) Code of Practice 2016 (The Code) – Registration No. 367 and can be purchased through the school. The brochures can be viewed on our website.

Please note that any pre-existing medical conditions are not covered.**Please indicate one of the following:**I will take out medical and travel insurance for my child and will send Middleton Grange International College a copy of the policy in English before my child leaves their home country: Yes **OR** I would like Middleton Grange International College to arrange medical and travel insurance for my child and add this to my invoice: Yes **I confirm that my child does NOT have any pre-existing medical condition:** No **If YES please refer to note above****B. STUDY INFORMATION**

Please attach certified copies (in English) of your child's last TWO school reports

Current School	Grade/ Year Level
Previous school In New Zealand	Dates Enrolled
	Year Level

Level of study requested at Middleton Grange School**Primary School**Year 1 Year 2 Year 3 Year 4 Year 5 Year 6 **Middle School**Year 7 Year 8 Year 9 Year 10 **Senior College**Year 11 Year 12 Year 13

Expected length of study At Middleton Grange School	Proposed Start Date	Proposed Completion Date
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Subjects Required (Senior College Only)		
	In addition to English (ESOL), write up to 5 other subjects options that you would like your child to study	
Option 1		
Option 2		
Option 3		
Option 4		
Option 5		
Future job or career goals		
Languages your child has studied		
Language	Number of years Studied:	Level (e.g.: beginner, elementary, intermediate)
Musical instruments your child plays		
Instrument	Number of years Played:	Level (if any)
Sports your child plays or has played		
Sport	Number of years Played:	Level (social, school, representative)

PLEASE NOTE:
 In some cases, it is not possible to gain entry to your first choice of subjects as classes may be full, particularly if your child arrives mid-year. However, we will do our best to ensure your child has a course which is suitable to them and their level of achievement.

Applicants should have above average academic results, good attendance records and a desire and commitment to fully cooperate and contribute to the life of the school. Should not enough evidence of academic ability be provided, an online interview will be requested.

International pupils at Middleton Grange School will be required to undertake English and Mathematics tests on arrival. This will determine whether the pupil will be placed in ESOL classes or mainstream English, and what level of Mathematics they will need to be placed in. Pupils with lower English may apply, but Middleton Grange School reserves the right to:

- Refer the pupil to an English Language School
- Place the pupil in additional ESOL classes
- Assess the progress of the pupil throughout their time at the school and make decisions based on their progress on whether to refer them to a lower class, higher class or language school.

C. LIVING IN NEW ZEALAND

Pupil Care	
PLEASE NOTE: Middleton Grange School is responsible for the pastoral care of ALL pupils who have a student visa for our school. Please complete this section if any of the following apply.	
1. A parent (or legal guardian) living with them. This is compulsory for pupils from Years 1 – 6. OR	<input type="checkbox"/> (Please tick box & move to point 1)
2. A relative or close family friend with whom the pupil lives. This person is called a Designated Caregiver. OR	<input type="checkbox"/> (Please tick box & move to point 2)
3. A Care Provider appointed by a written contract. Will this care provider provide Residential Caregiver Accommodation?	<input type="checkbox"/> (Please tick boxes & move to point 3) <input type="checkbox"/> Yes <input type="checkbox"/> No - school to provide

1. PARENT - my child will be living with their parent/s while studying at Middleton Grange School	
Name of Parent who will be living with pupil in New Zealand	
Address in New Zealand	
Telephone Number	Fax Number
Skype Address	Email Address
❖ <i>As parent/s, we take full responsibility for the Pastoral Care of our child outside of school hours. Our child will live with us at all times. If our child leaves our care, it is compulsory for them to come under the care of Middleton Grange School. We will keep the school informed of any changes to the current living arrangements.</i>	
Parent Signature:	Date:

2. DESIGNATED CAREGIVER – I/We designate the person stated below to provide accommodation and care for our child to attend Middleton Grange School as an international pupil subject to the approval of Middleton Grange School prior to enrolment. This agreement will last for as long as our child is attending Middleton Grange School.		
Name of Designated Caregiver	Relationship to pupil (e.g. Uncle/Aunt/Grandparent)	
Address		
Telephone Number	Work Number	Email Address
Other people living in the house & ages		
Type of Visa: Visitor's Visa <input type="checkbox"/> Guardian Visa <input type="checkbox"/> Work Visa <input type="checkbox"/> Permanent Resident/Citizen of NZ <input type="checkbox"/>		
❖ <i>As parents, we take full responsibility for the placement and ongoing welfare of our child with this Designated Caregiver. Our child will live with the Designated Caregiver at all times. The Designated Caregiver guarantees the accommodation for our child. If our child leaves the care of the Designated Caregiver, it is compulsory to come under the care of Middleton Grange School.</i>		
❖ <i>I/We understand that Middleton Grange School will make every endeavour to ensure the safety and welfare of our child while studying in their school. Should there be a concern about the welfare of the pupil, the school will consult the pastoral care staff within the school and will discuss the concern with the Designated Caregiver and parents of the pupil. Further, I/we understand that should Middleton Grange School have any concerns regarding the welfare of our child, the school may relocate the pupil in an approved school Residential Caregiver Accommodation. If necessary, the school will also refer the matter to the relevant welfare authorities or any other appropriate outside agencies.</i>		
❖ <i>I/We understand that Middleton Grange School will:</i>		
<ul style="list-style-type: none"> • <i>Visit the home of the Designated Caregiver prior to enrolment to determine that the living conditions are of an acceptable standard and meet the conditions of the Ministry Education (Pastoral Care of International Students) Code of Practice 2016 (The Code) – Registration No. 367</i> • <i>Assess whether the Designated Caregiver will provide a safe physical and emotional environment for the pupil</i> • <i>Determine that the accommodation is not a boarding establishment (i.e. does not have 5 or more international pupils staying in the home)</i> • <i>Meet with the Designated Caregiver and establish communication with the caregiver</i> • <i>Meet the pupil at least quarterly to ensure the accommodation is suitable</i> • <i>Require a Police Vet to be undertaken, on all residents in the Designated Caregiver's home aged 18 and over</i> • <i>Require a copy of the Designated Caregiver's passport and visa which must be valid for the term of the pupil's tuition</i> 		
❖ <i>Should the arrangement change I/we undertake to inform Middleton Grange School immediately.</i>		
❖ <i>I/We confirm that the person/s nominated as the Designated Caregiver/s is/are a 'bona fide' relative or close family friend. (Proof of this relationship may be required, and a copy of the Designated Caregivers passport must be on the school file)</i>		
Parent Signature:	Date:	

3. CARE PROVIDER (guardian) – I/We appoint the person stated below to provide care and supervise Residential Caregiver Accommodation for our child while studying at Middleton Grange School as an

Pupil's Name:

international pupil. This agreement will last for as long as our child is attending Middleton Grange School. I/We confirm that this person is a New Zealand resident or citizen. (Please note: this person has no legal authority to make decisions for the pupil and the responsibility for the pupil remains with the school. All agreements between the school and pupils under 18 must be signed by the parents and not by a guardian/care provider)

Name of Care Provider

Address

Telephone Number

Fax Number

Work Number

Skype Address

Email Address

Parent Signature:

Date:

Care Provider

Signature:

Date:

Residential Caregiver Application

Please only complete this section if you require the school to provide Residential Caregiver Accommodation

Please tick the boxes that you think best describe your child's personality

Outgoing	<input type="checkbox"/>	Mature	<input type="checkbox"/>	Optimistic	<input type="checkbox"/>	Untidy	<input type="checkbox"/>
Independent	<input type="checkbox"/>	Patient	<input type="checkbox"/>	Sensitive	<input type="checkbox"/>	Responsible	<input type="checkbox"/>
Adaptable	<input type="checkbox"/>	Quick-tempered	<input type="checkbox"/>	Formal	<input type="checkbox"/>	Shy	<input type="checkbox"/>
Quiet	<input type="checkbox"/>	Active	<input type="checkbox"/>	Neat	<input type="checkbox"/>	Humorous	<input type="checkbox"/>

INTERESTS AND HOBBIES: Please tick the boxes of the activities that your child enjoys

Swimming	<input type="checkbox"/>	Snow ski/board	<input type="checkbox"/>	Water Skiing	<input type="checkbox"/>	Fishing	<input type="checkbox"/>
Volleyball	<input type="checkbox"/>	Sailing	<input type="checkbox"/>	Cycling	<input type="checkbox"/>	Horse Riding	<input type="checkbox"/>
Soccer	<input type="checkbox"/>	Surfing	<input type="checkbox"/>	Hiking	<input type="checkbox"/>	Golf	<input type="checkbox"/>
Track and Field	<input type="checkbox"/>	Badminton	<input type="checkbox"/>	Basketball	<input type="checkbox"/>	Martial Arts	<input type="checkbox"/>
Gymnastics	<input type="checkbox"/>	Ice Hockey	<input type="checkbox"/>	Softball	<input type="checkbox"/>	Squash	<input type="checkbox"/>
Rugby	<input type="checkbox"/>	Tennis	<input type="checkbox"/>	Field Hockey	<input type="checkbox"/>	Baseball	<input type="checkbox"/>
Drama	<input type="checkbox"/>	Painting	<input type="checkbox"/>	Movies / Theatre	<input type="checkbox"/>	Dance	<input type="checkbox"/>
Cooking	<input type="checkbox"/>	Drawing	<input type="checkbox"/>	Going to concerts	<input type="checkbox"/>	Visiting museums	<input type="checkbox"/>
Cooking	<input type="checkbox"/>	Chess / Go	<input type="checkbox"/>	Playing indoor games	<input type="checkbox"/>	Watching sports	<input type="checkbox"/>
Gardening	<input type="checkbox"/>	Playing cards	<input type="checkbox"/>	Travel	<input type="checkbox"/>	Sewing	<input type="checkbox"/>
Reading	<input type="checkbox"/>	Watching TV	<input type="checkbox"/>	Social dancing	<input type="checkbox"/>	Computer games	<input type="checkbox"/>

GENERAL INFORMATION: Please answer the questions below

What time does your child need to be home in the evenings?	Weekdays:	Weekends:
Do you have a religious affiliation?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please state:		
Would your child attend church with their Residential Caregivers?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Would your child feel comfortable in a home with small children?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Would your child prefer someone closer to their own age in the Residential Caregiver's home?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
List the pets (if any) that your family has at home:		
Many Residential Caregivers have pets and your child will have to adjust to living with them. Are there any concerns we should be aware of regarding pets, please explain:		

D. PUPIL QUESTIONNAIRE

These questions must be answered by the pupil in English and be their own original work. Your answers will tell us about you and help us to assess your English level and suitability for our school. Try to write as much as you can and use complete sentences. (Use additional paper if you would like to write more than the spaces provided below.) We may decide to contact you for an online interview if we feel this would help us to better assess your application.

Explain why you would like to be a pupil at Middleton Grange School and what you want to achieve at school.

Describe your family and life at home and what you like to do with your family.

Describe your best friend. What do they look like and why are they a good friend?

Do you drink alcohol with your family?	Never <input type="checkbox"/>	Occasionally <input type="checkbox"/>	Only on special occasions <input type="checkbox"/>
Do you drink alcohol with your friends?	Never <input type="checkbox"/>	Occasionally <input type="checkbox"/>	Only on special occasions <input type="checkbox"/>
Do you smoke? (Please note smoking is not permitted at Middleton Grange School)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Would you be able to live with a family where one of the parents smoked?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Do you have any food allergies?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Please explain:

Pupil's Name:

Are you a vegetarian or have diet restrictions due to your religion?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Please explain:		
Are there any foods you can't / won't eat?		

E. PARENT QUESTIONNAIRE

<i>This section may be completed in English OR in your first language, accompanied by an English translation provided by the referring agent.</i>
Please write a brief letter (50 – 100 words) stating why you would like your child to study at Middleton Grange School.

F. DECLARATION

I am the parent/s of the pupil named on this application form. I declare that:

- The information supplied is true and correct
- I am familiar with the Ministry Education (Pastoral Care of International Students) Code of Practice 2016 (The Code) – Registration No. 367 and, regardless of the pupil's age, agree to comply with the Code. (Please request copies from Middleton Grange International College or download from www.minedu.govt.nz)
- Pupils can contact iStudent Complaints if they experience any grievances or disputes while at Middleton Grange School. The Dispute Resolution Scheme (DRS) provide all the necessary details for pupils online at: <http://www.fairwayresolution.com/istudent-complaints>
- I agree that information collected on this Contract of Enrolment may be passed to government agencies in statistical form as required by the Education Act 1993 and other statutory requirements. When this occurs, I agree to waive conditions in the Privacy Act 1993
- I agree to abide by the conditions of my Study Visa as set out in the Immigration Act 1987 plus amendments
- Prior to signing I will seek independent advice on any aspects of this application form that I do not understand
- The policies listed below can be viewed on the School's website <https://www.middleton.school.nz/international-enrolment/>
- I agree that compliance with the Policies listed below (as updated from time to time) by myself and by the pupil named on this application form is a requirement of this Contract
- I agree that the School may update the policies listed below from time to time and is sometimes required to update these Policies to comply with Government requirements. Updated copies of the policies, when amended, will form part of this Contract of Enrolment once they have been made available on the School's website - <https://www.middleton.school.nz/international-enrolment/>

I have read and understood:	Contract of Enrolment	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Fee Refund Policy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Fee Protection Policy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Accommodation Policy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Rules for International Pupils	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Discipline Policy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Code of Conduct, Discipline System and Grievance Procedure	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Student Travel & Transfer of Care Policy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Attendance & Withdrawal Policy	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Father's Name:	Mother's Name:	
Father Signature:	Mother Signature:	
Date:	Date:	
Pupil Name:	Pupil Signature:	Date:

- **Section G of this Contract of Enrolment forms part of the Contract and must be read, understood and signed. Section G contains the Tuition Agreement and Authorisation and Release Forms.**
- **Please Note: This Contract of Enrolment and the Policies are issued by the School in English and if you have received a copy in another language, that translation is not an authorized translation. It is the English language version issued by the School that forms part of this Contract.**

G. TUITION AGREEMENT

This agreement records the terms on which Middleton Grange School (the School) accepts the pupil named in this Contract of Enrolment:

1. The parents acknowledge that tuition will be delivered from the Special Character perspective of the school to a high standard and that the Special Character Policy will be adhered to.
2. The School has agreed to observe and be bound by the Education (Pastoral Care of International Pupils) Code of Practice 2016 (the 'Code') published by the Ministry of Education. Copies of the Code are available on request from the School or from the New Zealand Qualifications Authority website – www.nzqa.govt.nz.
3. Under the Code and the Education Act 1989, the School has responsibility for all pupils enrolled. Specific staff at the school will be appointed to care for pupils. Should parents of a pupil enrolled at the school wish to have an external care provider (guardian) who will be responsible to the parents for care of the pupil, then the School will work with these care providers in supporting and caring for the pupil (Section C. 3. of this Contract).
4. The parents irrevocably authorize the Director of the School to advise the pupil's care provider of all matters and information required to be provided to parents of any pupil under the Education Act 1989 and agree that the care provider in New Zealand is entitled to receive such information in substitution for the parents.
5. The parents of the pupil, who have signed the Contract of Enrolment irrevocably appoint and authorize the School's Director International College (or such other person as may be appointed by the School to carry out the Director's duties) to:
 - Receive information from any person, authority or corporate body concerning the pupil including, but not limited to, medical, educational, welfare or immigration information.
 - Provide consent in respect of any activity carried out and authorized by the School.
 - Receive financial information relating to the pupil including bank accounts, debts or income of the pupil while in New Zealand.
6. The parents agree to provide the School with true and accurate academic, medical or other information relating to the well-being of the pupil as may be requested from time to time by the School. Failure to provide accurate information could result in the child's place at Middleton Grange School being revoked.

Safety, Health and Insurance

7. The School will endeavor to ensure the safety, health and well-being of the pupil but is not liable for:
 - Any damage or harm caused to the pupil or the pupil's property arising out of the pupil's accommodation arrangements.
 - Any damage or harm caused to the pupil's property while attending the School unless the harm was a result of gross negligence on the part of the School.
 - Any damage or harm caused to the pupil's property outside of normal school hours and in the case of the pupil's property, shall not be responsible for any damage to such property that may occur outside the School's premises.
 - Any personal injury in respect of which individuals are entitled to compensation under the Accident Compensation Act 2001.
8. Full medical insurance is compulsory for all pupils enrolled in the School and this insurance must be valid from the date of enrolment until the expiry of their student visa. This is in accordance with the Code and Immigration New Zealand's regulations. All pupils are invoiced for medical insurance with their tuition fees. The School will purchase a Uni-Care or Studentsafe policy that meets the requirements of the Code. Parents and agents must read the conditions in the policy document and organize any additional insurance the pupil may require (e.g. pre-existing conditions).

Limitation of Liability

9. Except to the extent that the parents and/or pupil have rights under the Consumer Guarantees Act 1993 or Fair-Trading Act 1986 that cannot be excluded, the School's maximum liability in relation to this agreement and the supply of goods and services to the pupil is limited to the amount of fees paid by the pupil for any one year's tuition.

Fees

10. The parents and pupil agree to pay all tuition fees and additional charges as may from time to time be levied by the School ("Fees") by the date two months prior to the commencement of tuition.
11. If this agreement comes into force less than two months prior to the commencement of tuition, then the Fees must be paid within fourteen days of the date of this agreement.
12. On renewal of this agreement for a subsequent tuition period the parents and pupil agree to pay all tuition fees and additional charges levied by the School relating to the further tuition period:
 - By the date two months prior to the further tuition period.
 - In the case where any renewal of this agreement comes into force less than two months prior to the further tuition period, within fourteen days of the renewal of this agreement.
13. Where a pupil wishes to enroll for a period of time less than twelve months, availability of tuition will be considered on an individual basis, and an administration fee and tuition fee shall be payable within fourteen days of the date of this agreement.
14. Pupils cannot commence study unless fees are paid in full.

Term and Termination

15. This tuition agreement begins on the date of commencement of studies and continues until the end of the school academic year for which tuition has been paid unless the School expressly agrees in writing to a shorter term. With the approval of the School this agreement may be renewed for a further tuition period subject to clause 11 of this agreement. Approval is acknowledged by the School by the request for payment of tuition fees for a further tuition period.
16. Subject to the provisions of the Education Act 1989, either party may terminate this agreement at any time by giving the other party a one month written notice. Termination of this agreement shall also terminate the pupil's enrolment at the School.
Please refer to the Refund Policy for International Pupils for full details on conditions of refund.
17. In the event of any breach of this agreement by the pupil or the parents, the School will follow the processes set out in the School's Code of Conduct, Discipline System and Grievance Procedure Policy, and may take any disciplinary step it considers appropriate, including terminating this agreement, and/or standing down or expelling the pupil and (if applicable) notify Immigration New Zealand of its decision to terminate the agreement or to exclude or expel the pupil. Any decision to expel a pupil shall terminate this agreement and the Contract of Enrolment and shall be treated as a termination by the pupil. Notwithstanding the provisions of the School's Code of Conduct, Discipline System and Grievance Procedure Policy, nothing in this agreement shall limit the power of the School to summarily terminate this agreement or expel the pupil for serious misconduct or to stand down the pupil pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the pupil.
18. The pupil and parents shall have no claim in damages or for any compensation if this agreement is terminated except as expressly provided in Clause 15.
19. As stipulated in point 6 of this agreement and in Section A of the Contract of Enrolment, parents agree to provide the school with academic, medical and other information relating to the well-being and academic ability of the pupil. Failure to provide true and accurate information may result in the pupil's place at the school being revoked, with no refund as stipulated in the Refund Policy.

General Provisions

20. 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 any event of force majeure. Force majeure means an event beyond the reasonable control of the party seeking to rely on force majeure.
21. 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 parents irrevocably submit to the jurisdiction of the courts of New Zealand, 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.
22. The pupil, parents/agent/care provider/designated caregiver agree that the pupil, regardless of age, will comply with the Rules for International Pupils attending Middleton Grange School as set out in the Enrolment Pack and/or on the Middleton Grange School website <https://www.middleton.school.nz/international-enrolment/>. The School retains the right to amend its bylaws, rules and policies including the Rules for International Pupils attending Middleton Grange School's International College, from time to time.
23. The pupil, parents/agent/care provider/designated caregiver acknowledge that, in accordance with section 4 of the Education Act 1989, the school may take appropriate disciplinary action against the pupil (as defined in that section) if the pupil's conduct is in breach of this Contract of Enrolment, and the School's Code of Conduct, Discipline System and Grievance Procedure Policy, including without limitation in respect of conduct that occurs while the pupil is outside the direct supervision of the school.
24. Notices given under this agreement must be in writing and given to the addresses set out in the Contract of Enrolment. Those sent by post shall be deemed to have been received fourteen days after posting.
25. This agreement shall consist of the Contract of Enrolment and including Fee Refund Policy, Fee Protection Policy, Accommodation Policy, Discipline Policy, Rules for International Pupils, Pupil Travel and Transfer of Care Policy, Attendance and Withdrawal Policy. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of this agreement may be changed by the School in writing to the parents and shall continue in force while the pupil is enrolled at the School.

Personal Information

26. Parents acknowledge that:
 - Personal information of the parents and / or pupil collected or held by the School is provided and may be held, used and disclosed to enable the School to process the Contract of Enrolment, provide tuition and associated services to the pupil, provide to the pupil and parents advice or information concerning products and services the School believes may be of interest to the pupil to enable the School to communicate with the pupil and parents for any purpose, and to act in the best interest of the pupil with that information as the School sees fit.
 - All personal information provided to the School is collected and will be held by the School at 30 Acacia Avenue, Christchurch, 8041, New Zealand, Telephone +64 3 341 4054.
 - If the pupil and parents fail to provide any information requested in the Contract of Enrolment, the School may be unable to process the Contract of Enrolment.

Pupil's Name:

- The School is required by the Code to report to Immigration New Zealand known or suspected breaches of visa conditions by international pupils and notify Immigration New Zealand of terminations of enrolment. The parents and the pupil consent to the disclosure of such information to Immigration New Zealand.
- The pupil and 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.

Change of Immigration Status

27. Middleton Grange School is a State Integrated School under Part 33 of the Education Act (EA). Section 442 of the EA requires that a Proprietor define a Preference applicant. A preference applicant refers to a New Zealand Citizen or a person with a Resident Visa or a person with a valid Work Visa. International pupils do not fall into this category and shall not take the place of any preference applicant. Should an international pupil's immigration status change to a permanent resident, or if the parent's status changes to either permanent resident or the holder of a work visa, then the pupil's status changes from an international fee-paying pupil to a domestic pupil. If the change of visa status is within the contracted enrolment period, then this pupil may complete the period as an international fee-paying pupil. If the change of visa status is at the end of the contracted enrolment period, then this pupil will need to apply for a domestic place at the school according to the Enrolment Scheme as stated above. There is no guarantee that a place will be available. If there is no domestic place available, then the pupil will need to enrol in another school as a domestic pupil. If the student does not receive the offer of a domestic place and does not want to remain at the school as an international fee-paying student, then the Fees for the balance of the contracted tuition period are not refundable. This clause is to avoid the disruptions for international fee-paying students of needing to move schools within a contracted period of enrolment.

The Dispute Resolution Scheme (DRS)

28. Middleton Grange School has systems and procedures in place to resolve problems internally for any international pupils. Please refer to our Discipline Policy and Code of Conduct booklet (on our website or in the enrolment pack). If problems cannot be resolved internally then pupils have the right to contact iPupil Complaints, the DRS operator. Should a contractual or financial dispute arise between an international pupil and a school, NZQA will refer the dispute to the dispute resolution scheme operator, FairWay Resolution Limited, who have been appointed to this role by the Ministry of Education. Information about the dispute resolution scheme operator can be found at their website: <http://www.fairwayresolution.com/iPupil-complaints>

Arrival and Departure

29. Please refer to the Travel and Transfer of Care Policies.
Pupils arriving prior to commencement of study and holding a Student Visa to the School are the school's responsibility and therefore must comply with all school rules and requirements.
Pupils wishing to remain in New Zealand at the end of the academic year and not return to their home country are the school's responsibility and therefore must comply with all school rules and requirements.

Pupils wishing to remain in New Zealand after completion of their studies or end of their enrolment with the school are no longer the responsibility of the school. Immigration New Zealand and Ministry of Education will be notified at the end of contracted course for this pupil.

Safety and Employment

30. International pupils at high school may be able to work part time, up to 20 hours per week and full time during scheduled holidays, on a Student Visa. There are requirements that pupils must meet to be able to work while studying. Full details on working rights for school-aged international pupils are available from Immigration New Zealand. <http://www.immigration.govt.nz/migrant/stream/study/canistudyinnewzealand>
Please note: If anyone is being forced to work in New Zealand illegally for less than minimum wage or excessive hours is advised to call the Labour Inspectorate on 0800 20 90 They can also contact anonymously: <http://www.crimestoppers-nz.org> or phone 0800 555 111

AUTHORISATION AND RELEASE FORMS

1. Medical Release Form

We grant Middleton Grange School, its employees and the Residential Caregiver, at their discretion, and, if necessary, at the cost of the pupil or their natural parents – in the case of expenses exceeding the coverage of the insurance policy – the power to place the pupil in a hospital or in any other institution for any type of assistance or medical treatment, or, if there is no hospital available, to place them under the care of a local medical doctor for their treatment.

We also grant Middleton Grange School or the Residential Caregiver all necessary permissions to act as legal guardians and "in loco parentis" in any situation, especially in emergencies, whatever medical or other, including the possibility for surgical operations or any other treatment.

We also authorise Middleton Grange School to return the pupil to the home country at their cost, if necessary, to submit to medical treatment, if this is deemed necessary by the above-mentioned people, after consultation with medical authorities.

We confirm that at the time of signing this document our child enjoys perfect health and that their health record as filled in by a parent on the enrolment contract form is true and complete. We also grant Middleton Grange School the power to act on

Pupil's Name:

our behalf in anything pertaining to possible representation before local authorities. We grant Middleton Grange School the power to request assessment of any learning or behavioural conditions, if accurate information has not been disclosed on this application. This authorisation shall be valid for the entire duration of the pupil's study programme at Middleton Grange School.

Parent Signature: _____ **Date:** _____

2. Motor Vehicle Ownership & Driving Approval

We agree that our child may drive a motor vehicle whilst enrolled at Middleton Grange School as an international pupil only on the condition that they meets the conditions in the Tuition Agreement, undertakes a driving instruction course with a New Zealand registered driving instructor and has sat and passed a New Zealand driving test in accordance with New Zealand law. In the case that the pupil has an International Driver's Licence, the pupil will complete the required conversion of their International Driving Licence and undergo a New Zealand driving test in accordance with New Zealand law. We agree that our child will have full insurance cover if owning a car and must show ownership papers and insurance cover to the Assistant Director International College at the time of purchase.

We agree to allow our child to carry passengers on the condition that they have a full New Zealand driver's licence and full insurance cover.

Parent Signature: _____ **Date:** _____

3. Liability Release

The undersigned, as participant and parents, on behalf of ourselves and our legal representatives, renounce to claim against Middleton Grange School, teachers, coordinators, any person intervening on behalf of the school, that may arise due to injury, damage, sickness, accident, delay, unusual circumstances or expenses due to strikes, war, atmospheric conditions, quarantine, government restrictions or regulations, acts of God, or those derived from acts of omission of airlines, shipping companies, railroads, buses, transportation in general, hotels, restaurants or any other service given by companies, individuals or anyone related with the aforementioned.

We understand that the pupil will be subject to the authorities and teachers of the school and that they will have to follow the rules given by the Residential Caregiver. We also understand the Middleton Grange School reserves the right to terminate the programme of any participant whose conduct may be considered detrimental or incompatible with the interest and security of the school or the pupil. The pupil agrees to accept and uphold the standards of conduct set by Middleton Grange School and the Residential Caregiver for the duration of the programme as stipulated in the Discipline Policy, Tuition Agreement, Code of Conduct booklet and International Pupil Rules. Our child also agrees to maintain friendly and respectful relations with their teachers and the classmates and, especially, with the members of the Residential Caregiver, to accept the rules of conduct and to participate in family life as much as possible.

Parent Signature: _____ **Date:** _____

Pupil Signature: _____ **Date:** _____

4. Photographs and Marketing Material

As a parent I grant permission for the school to take photographs or camera footage of my child during school activities and that the school may use that material on Middleton Grange School website, international newsletter, school newsletters, school magazine as well as marketing material for the school.

Parent Signature: _____ **Date:** _____

5. Privacy Waiver in regard to Student Visa information with Immigration New Zealand

We authorise Middleton Grange School or a representative of the school to obtain any personal information in regard to our child's student visa status, medical status in regard to the student visa or character information in regard to the student visa. We also give permission for Middleton Grange School to obtain information from Immigration New Zealand in regard to progress of student visa applications for our child.

Parent Signature: _____ **Date:** _____