

KINGSWAY SCHOOL



Application Forms

KingsWay 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 New Zealand Ministry of Education website at <http://www.minedu.govt.nz/goto/international>

APPLICATION PROCEDURE

All applications must be on the enclosed forms.

The applicant's **parents** must sign at the bottom of each page of the application. Only a parent or **court-appointed** legal guardian may sign. The signature of an agent, relative or any other person **is not** acceptable. It is the responsibility of the parent to ensure he/she understands what is being signed.

All sections of the application form must be completed in blue or black ink only. Applications will not be processed if there are any omissions. Applications may be faxed to our office but a contract is finalised **ONLY** when we receive the originals of the application forms.

If the application is accepted the student will be given an "Offer of Place". This is based on a preliminary estimate of the level at which the student should study. It is not a guarantee that the student will study at that level. All students are given a series of assessments on arrival and only then will a final placement be made. Please note that it is extremely rare for students to be placed directly in Year 13.

No application will be accepted unless the parent agrees that the student will enter and remain in a KingsWay School approved and supervised home stay. Close family friends or relatives designated by the parent may be accepted in some circumstances.

Please ensure that the parent/s name, address and contact numbers are printed legibly on the forms as we need these for emergency contact and for sending school reports.

All conditions of enrolment will be strictly enforced including the Refunds Policy. Please do not accept an offer of a place at KingsWay School unless you have a clear understanding of these conditions.

Please Note:

Students are required to re-enrol for the following year. While this is a formality, it does mean that the school's enrolment scheme applies. The school's enrolment policy for residents states that students are expected to live with their parents in the school zone.

This completed booklet must be sent by post or courier to:

Director of International Students
KingsWay School
100 Jelas Road
Orewa, Auckland, 0932
NEW ZEALAND

Please note: *Completion of these forms does not constitute acceptance into this school*

TUITION AGREEMENT

(Contract Parent/School)

If KingsWay School ("The School") accepts the student ("Student") named in the Application for Tuition document for tuition in New Zealand, the following terms and conditions shall apply:

- 1 The School shall provide tuition in accordance with the New Zealand Ministry of Education Code of Practice for the Pastoral Care of international Students.
- 2 The School shall approve and monitor home stay or designated care in accordance with the requirements of New Zealand Ministry of Education Code of Practice.
- 3 The parents or legal guardians of the student who have signed the application for tuition on behalf of the Student irrevocably appoint and authorise the Principal of the School (or such other person as may be appointed by the School to carry out the Principal's duties) to:
 - Receive information from any person, authority or corporate body concerning the student including, but not limited to, medical, educational or welfare information;
 - Provide consents in respect of any activity carried out and authorised by the School;
 - Receive financial information relating to the student, including bank accounts or income of the student while in New Zealand
 - 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 Parents.
- 4 The Parents irrevocably authorise the Principal of the School to advise the Student's home stay hosts (whether arranged through the School or not) of all matters and information required to be provided to parents of any student under the Education Act 1989 and agree to appoint the home stay 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 wellbeing of the Student as may be requested from time to time by the School.

Parent's signature: _____

- 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 arising out of the Student's home stay (whether or not such home stay was arranged by or through the School);

Any damage or harm caused to the Student or the Student's property while attending the School unless the harm was as a result of gross negligence on the part of the School.

Any damage or harm caused to the Student or the Student's property outside of normal school hours and in the case of Student's property, shall not be responsible for any damage to such property that may occur outside the School's premises.

- 7 Without restricting clause 6, but subject to clause 8, the School's liability in relation to the supply of services to the Parent is limited to the amount of fees paid by the Parent 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 3 weeks written notice. If the agreement is terminated the refunds policy for international students as outlined in Schedule 1 shall apply ("Refunds Policy").

- 10 It is acknowledged that the suspension, expulsion and exclusion of students provisions as set out in Part 11 of the Education Act 1989 shall apply to the Student in New Zealand. Any decision under these provisions to expel or exclude the Student 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 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.

- 12 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 1908 within New Zealand and waive any objection to proceedings in any such court or form on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

Parent's signature: _____

- 13 The Parents agree that the Student will comply with school rules and policies including the School rules for international students set out in Schedule 2.
- 14 If application for home stay has been made by or on behalf of the Student then this shall be subject to the undertakings and agreements set out in Schedule 3.
- 15 Notices given under this agreement must be in writing and given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 5 days after posting.
- 16 This agreement shall consist of the Application for Tuition, Application for Home Stay (if required) and this Tuition Agreement including the attached Schedules 1, 2 and 3. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the agreement may be changed by the School in writing to the Parents and shall continue in force while the Student is enrolled with the School.
- 17 The Parents acknowledge that:
 - a. 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 home stay 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 for Parents for any purpose.
 - b. All personal information provided to the School is collected and will be held by the School at Jelas Road, Orewa, Auckland 0932. Ph: (09) 427 0900 Fax: (09) 427 0919.
 - c. If the Student/Parents fail to provide any information requested in the application for tuition, the School may be unable to process the application.
 - d. 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.

The Student/Parents authorise the School to obtain at any time from any person or entity any information it requires to process and/or accept the Application for Tuition or to perform or complete any of the other purposes under this Agreement. The Parents authorise any such person to release to the School any personal information that person holds concerning the Student/Parents.

Parent's signature: _____

18 The conditions in this Tuition Agreement apply for the whole of the time the student is enrolled at KingsWay School.

I have read and understood the terms set out in this agreement and agree to them.

Signed: _____ Date: _____

Full Name: _____

Relationship to Student: _____

REFUNDS POLICY FOR INTERNATIONAL STUDENTS

(Schedule 1)

THE EDUCATION ACT

The Education Act 1989 section 4B (7) states:

"(7) Where at any time a foreign student withdraws from a subject, course, or programme at a state school, the Board may refund to the person who paid (in respect of the student's enrolment in the subject, course, or programme) the amount of the fees referred to in subsection (1) of this section (or the sum of any installments paid in respect of those fees) any amount it thinks appropriate not exceeding the extent (if any) by which the amount paid exceeds the sum of the following amounts:

a) The Board's best estimate of the cost to the Board (including the appropriate proportion of the Board's administrative and other general costs and the appropriate proportion of any initial or start-up costs of the subject, course, or programme) of providing tuition in the subject, course, or programme for 1 student up to that time:

b) An amount that is in the Board's opinion an appropriate reflection of the use made by 1 student receiving tuition in the subject, course, or programme of the Board's capital facilities:

c) The appropriate proportion of the amount (if any) prescribed under section 4D of this Act for a student receiving tuition at a state school in the subject, course, or programme:

d) All other fees (if any) prescribed by the Board."

KINGSWAY SCHOOL FEE REFUND POLICY

Rationale:

To ensure that financial dealings between KingsWay School and international students are conducted in an ethical and responsible manner which is understood by, and fair to, both parties.

Purpose:

To state the financial undertakings of both parties and the circumstances in which a refund of fees may be payable.

School Fees:

1. If you withdraw from your course of study before the course completion date you may be eligible for a refund of school fees.
2. An application for refund of fees must be made in writing. You must write to the Principal explaining why you have withdrawn from the course and your reasons for seeking a refund.

3. If your application is made before the start of your course, your fees will be refunded in full less an administration charge of \$600 + GST to cover costs incurred by the school.
4. If your application is made after the start of your course, but before the second half of your course, your fees will be refunded less:
 - An administration charge of \$600.00 + GST
 - Costs to the school already incurred for tuition.
 - Components of the fee already committed for the duration of the course, including appropriate proportions of salaries of teachers and support staff (if applicable).
 - Costs already incurred for the use of facilities and resources.
 - The proportion of the Government Levy the school is required to pay.
 - Any other costs already incurred.
5. If your application is made after the second half of your course, you will not receive a refund except in exceptional circumstances. In such cases, you should write to the Principal explaining exactly what these circumstances are. The Principal's decision is final.
6. No refund will be made to a student who is excluded from the school by the Board of Trustees for disciplinary matters.
7. Where a student's residency status changes from being a foreign fee paying student with a student visa to a person with NZ permanent residency or citizenship in the current year, the student will be treated as an International Student for the balance for the calendar year in which residency or citizenship was granted and there will be no refund of International fees.

The exception is where the school is notified in writing at the time of applying for enrolment that application is being made to the New Zealand Government for New Zealand Resident/citizen status and written evidence of such an application is provided to the school at that time. If this exception applies, then international fees will terminate at the end of the term in which residency/citizenship was granted and domestic fees will apply from the beginning of the following term.

In every circumstance where a foreign fee paying student with a student visa is granted permanent residency or citizenship, the student is not automatically entitled to a place in the school in the following year. Admission to the domestic roll will be at the discretion of the Principal.

Parent's signature: _____

APPLICATION FORM INTERNATIONAL STUDENTS

Attach
Passport
Photograph
here please

PERSONAL DETAILS

Pupil's Name: _____
First name Family name Known as

Address: _____

Date of Birth: _____ Citizenship: _____

Male Female

Passport Number: _____

Number of years studying English: _____

Are you already enrolled in a NZ school? Yes No

Name of first school ever attended: _____

Date you first started that school: _____

Name of last school attended: _____

Date you first attended the last school: _____

NZ Contact Name: _____

Relationship to Student: _____

Telephone No: _____ Email: _____

NZ Postal Address: _____

Mother's Name: _____
First name Family name Known as

Father's Name: _____
First name Family name Known as

Parents Home Address: _____

Telephone No: _____ Fax No. _____

Email address: _____

Names of Siblings: _____

Entry Level Applied for: Year 5 6 7 8 9 10 11 12 13 (please circle)

Start Date: Term 1 2 3 4 (please circle) Year 20____

Do you require the school to organise a home stay for you? Yes No

If you have said no to the home stay, please explain why not.

Are you attending for the full school year Yes No

What is your native language? _____

Do you have an agent? Yes No

If Yes, state the agent's name/company/address:

What language do you usually speak? _____

What is your highest Educational Qualification? _____

Year gained: _____

How long have you been studying English? _____

Have you passed TOEFL, IELTS or any International Tests in English Language?

Yes No

If YES: Which Test? _____

What score did you gain? _____

Sporting/Cultural Interests: _____

Full name of parent signing this form :

Home Address: _____

Phone: _____ Fax: _____

Email: _____

Signature of Student _____

Signature of Parent _____

PRIVACY ACT

1. We acknowledge that these records will be held and used by KingsWay and any other organisation or group that functions under the auspices of the school for any lawful activity that these bodies undertake.
2. We acknowledge that the information we have provided will be used to determine whether or not the applicant is offered a place at KingsWay School.
3. We are aware of our rights to have access to the information, to request correction of it, to be informed of any action taken in response to such a request and to have attached to the information a statement that we have requested a correction. We agree to pay any reasonable charges in connection with these requests.
4. We acknowledge that the information may be provided to education authorities if required by law.
5. We authorise the School to obtain any information about the applicant that may be necessary to achieve the purpose of educating the School's pupils and to disclose any information obtained during the course of the applicant's education to the applicant's parents.
6. We acknowledge that if any information required by this application form is not provided, the application may be rejected.

I/We have read and acknowledge the above will apply for our child:

Name: _____

Signature of Father: _____

Date: _____

Signature of Mother: _____

Date: _____

Signature of Applicant if over the age of 16: _____

Date: _____

PREFERENTIAL APPLICANTS STATEMENT OF CHRISTIAN COMMITMENT

For your information:

KingsWay School is a state-integrated school with a defined 'special character'. The special character is decidedly Christian, broadly evangelical, and traditional in its biblical ethics and morality. Preferential applicants are committed and practising Christians.

The Private Schools Conditional Integration Act (1975) defines 'preferential applicants' as those who have established a particular connection with the school through a demonstrated commitment to its special character.

Name of applicant family: _____

Name of student/s: _____

Name of church: _____

Name of Pastor/Priest: _____

Address of church: _____

Phone number/contact details of Pastor/Priest: _____

Denomination: _____

Additional Comments: _____

Signed: _____

Date: _____

HOME STAY APPLICATION

Student Information Sheet

Please answer the questions below and tell us about your interests or hobbies. The answers to these questions will let us know a little bit about you, and help us place you with a family who have similar interests to your own.

Let's get to know you?

What is your name? _____

What do you like to be called? _____ How old are you? _____

Who is in your family? _____

What countries have you traveled to? _____

What language/s do you speak? _____

Do you like animals? _____ What sort? _____

What sort of music do you like? _____

Do you play a musical instrument? _____ What sort? _____

What is your religion? _____

What is your favourite food? _____

What don't you like to eat?

Do you have any health problems? _____ If so, what are they? _____

Would you like to stay in a family with – No children _____ Young Children _____

Someone your own age _____ It doesn't matter _____

What are your interests and hobbies? _____

Student's signature: _____ Parent's signature: _____

HOME STAY CONTRACT

In return for KingsWay School approving and supervising a home stay for:

_____ (Student's Name)

- 1 I guarantee the good behaviour of the student in New Zealand. I understand that unacceptable behaviour on the part of the student in home stay may lead to termination of the student's enrolment at KingsWay School.
- 2 I undertake to pay NZ\$240 per week for each term ***in advance*** to KingsWay School to cover board payments. KingsWay School will make payments to the home stay.
- 3 I understand that the student may not make national or international telephone calls from the home stay premises unless the charges are reversed. If any such calls are made I guarantee to reimburse the home stay for any costs.
- 4 I undertake that the student will not leave the home stay for another permanent address without the knowledge of the home stay supervisor and, if the student is under 21 years of age, the permission of the home stay supervisor.
- 5 I undertake that the student will give the School at least two weeks notice before leaving the home stay. The student will pay 2 weeks board from the date of giving notice to the School, whether or not he/she remains in the home stay during that period.
- 6 I understand that, in the event of the student's not coming to New Zealand, KingsWay School will retain the \$600 administration charge. The advance board payments will be refunded in full, although if there is less than one week's notice given, the School may deduct up to two weeks home stay fees to compensate the home stay for inconvenience experienced or expenses incurred in anticipation of the student's arrival.
- 7 I understand that the School may communicate personal information relating to the safety and well-being of the student to the home stay parents.
- 8 I understand that the home stay parents may communicate personal information relating to the safety and well-being of the student to the School.
- 9 I undertake that, in the event the student misbehaves in home stay to the extent that it becomes impossible to find a new placement of appropriate standard, the School may notify me and then may return the student to the student's homeland at my expense.
- 10 I authorise the School to approve any holiday arrangements the student may make. If the School declines to approve the proposed arrangements but the student continues with the planned activities, I acknowledge that the School has no liability or responsibility for the consequences.

Parent's signature: _____

- 11 If a student is absent from their home stay a retainer of \$75 per week is payable to the home stay parents. Exceptions to this are negotiated directly with the host family. Students may not stay with friends, unless in the care of an approved responsible adult. Any arrangements to be away from the home stay must first be discussed with the Director of International Students and a Permission to Travel form is to be completed.
- 12 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 1908 within New Zealand and waives any objection to proceedings in any such court or forum on the grounds that the proceedings have been brought in an inconvenient forum.

Signed: _____ Date: _____

Full Name: _____

Relationship to the student: _____

Address: _____

Telephone No: Day _____

Night _____

Mobile _____

Fax No: _____ Email address: _____

DESIGNATED CARE

(To be signed where the parent wishes the student to live with an **immediate** family member or **long standing** family friend ie. that has known the student since birth)

I wish my son/daughter (Name) _____

To live with:

Family Name: _____

Given Name: _____

Address: _____

Telephone No: Day _____

Night _____

Mobile _____

Fax No: _____ Email address: _____

Exact relationship to student (eg. Mother's sister): _____

I understand that KingsWay School must approve and monitor this placement to ensure the welfare of my child.

I undertake that my child will not leave this accommodation unless it is to enter a living arrangement approved by KingsWay School.

I take full responsibility for the placement of my child in this accommodation and full responsibility for the on-going welfare of my child in this home.

Signed:

Father: _____ Mother: _____

Date: _____

CHECKLIST

Have you remembered to:

Please tick

- Attach 2 recent passport-sized photographs of the student
- Include the \$500 application fee
- The parents must fill in all the details required on each page
- The parents must sign the bottom of each page
- Include 2 recent School Reports and examination Results (in English please)
- Include a copy of the passport and visa (parents as well if student is under 13 years old)
- Give the Confidential Report form to the Principal of the last school attended by the student and ask them to send directly to the school by fax.
- Include a copy of the Health Insurance. The school can arrange this at no charge.
- Include English language certificates (if applicable)

Please note: Without the appropriate Visa and Health Insurance KingsWay School is unable to accept an International Student.