



## PART FOUR: HOW WILL MY FAMILY KNOW HOW I AM GETTING ON IN NEW ZEALAND AND WHAT DO I DO IF I HAVE A PROBLEM?

### COMMUNICATION AND COMPLAINTS

#### 1 Communication with Parents

- Sacred Heart College welcomes direct communication from parents via phone, email, letter or visits.
- All communications will be answered by a member of the International Department within 24 hours.
- The College will communicate with parents via letters and newsletters on a regular basis. Please include parents' email address on the application form. The College website will also contain up to date information.
- All students must have regular contact with their parents by phone or by email.
- It is essential that the College maintains an accurate record of parent contact details. All application forms must have full details for contacting parents, guardians and designated caregivers. Please advise the International Director of any changes in contact information.
- Any emergency situation will be dealt with promptly by the College during school hours. The parents will be informed by the Director of International Students or the Principal. Emergencies outside school hours will be dealt with initially by the student's caregiver and the Director of International Students informed. The Director will then contact the student's parents.

#### 2 Academic Progress and Reporting:

- The College reports fully on academic progress twice a year, after the mid year and end of year school examinations, i.e:
  - June – Senior and Junior school reports.
  - September – Senior school reports.
  - December - Junior school reports.
- A progress report is issued at the end of the first term.
- Please ensure that it is specified on the application form who it is that should receive the school reports on behalf of the student (parents, agent or guardian).
- The College expects all International students to make reasonable academic progress and try their best. Any concerns with regard to academic progress will be communicated directly to the guardian/ designated caregiver or agent in New Zealand.

#### 3 Complaints and Grievance Procedures

- Any problems or concerns that students or parents have should be taken firstly to the Director of International Students, (email: [international@sacredheart.school.nz](mailto:international@sacredheart.school.nz)) The College adheres to the New Zealand Code of Practice.
- An appeal authority operates through the Ministry of Education and students are advised of this at orientation. (email: [info.ieaa@minedu.govt.nz](mailto:info.ieaa@minedu.govt.nz))
- A "Where To Complain To" chart is displayed in prominent places in the College, and distributed at orientation. All students are given a copy of their Tuition Agreement at orientation with a copy of this booklet.

## PART FIVE: HOW MUCH WILL IT COST AND WHAT CONTRACTS DO WE HAVE TO SIGN?

### FEES, FEES POLICIES AND TUITION CONTRACT

#### 1 Tuition Fees

Please refer to the Fee Structure Schedule for tuition fees and other costs for the current year.

#### 2 Tuition Fees Refund Policy

All tuition fees are to be paid prior to commencement of study at Sacred Heart College. Payment of fees is confirmation and acceptance of a contract with the College.

If a student withdraws from the College prior to completion of their course a refund of school fees may be made under the following rules:

- [a] Any application for a refund of fees must be made in writing to the Principal outlining the reasons for the claim.
- [b] Refunds will only be made in exceptional circumstances.
- [c] Circumstances deemed to be exceptional are the death or serious illness of a parent or the student concerned or a specific family hardship.
- [d] If an application is made before the commencement of the course fees will be refunded in full less a \$500 administration fee.
- [e] If an application is made before the commencement of the second half of the course a refund of half the fees less:
  - An administration charge of \$500
  - Levies already paid by the school



- Components of the fee already committed for the duration of the course, including salaries for staff involved in the International programme

[f] No refunds will be made:

- After the commencement of the second half of the course
- If a student transfers to another school part way through their course
- If a student acquires residency after the commencement of their course
- If a student's enrolment is terminated by the college on the grounds of truancy or unacceptable behaviour

[g] All refunds will be made to the person who paid the fees. i.e. the parent, guardian or parental representative.

### 3 Fees protection Policy

#### Rationale

The school is required to ensure that all students' fees are protected in the event that the school is unable to continue to offer tuition to international students or in the event that a student is required to return home.

#### Guidelines

The Board of Trustees of Sacred Heart College confirms that the Tuition Fees of Overseas Students will not be spent by the College prior to the tuition being provided

### 4 Sacred Heart College International Students Tuition Contract Terms

Sacred Heart College ("the College") agrees to enrol the student named in the application for tuition ("the Student"), subject to the terms and conditions in this agreement.

#### The College obligations

[1] The College shall enrol and provide tuition to the student in accordance with the Ministry of Education Code of Practice for the Pastoral Care of International Students and the Education Amendment Act 1989.

[2] The College shall comply with:

- Requirements of the New Zealand Immigration Service (NZIS), who are responsible for implementing the Immigration Act 1987.
- The Human Rights Act 1993 on matters of discrimination.
- The Privacy Act 1993.
- The Fair Trading Act 1993.
- The Consumer Guarantees Act 1993 designated.

[3] The College shall provide a fees refund policy in accordance with the Code of Practice.

[4] The College shall advise the student's parents/guardians, designated caregiver, parent representative (agent) and homestay hosts of all matters and information required to be provided under the Education Amendment Act 1989.

[5] The College shall provide academic progress reports regularly throughout the year.

[6] The College shall collect, hold and use any personal information regarding the student and his family for school purposes.

[7] The College shall use its best endeavours to ensure the safety, health and wellbeing of the Student but shall not be liable for:

7.1 Any damage or harm caused to the Student or the Student's property whilst attending the College.

7.2 Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation.

7.3 Any damage or harm caused to the Student or the Student's property outside normal school hours.

#### The Parents or Designated guardian/ caregiver Obligations

The Parents or Designated caregiver/ guardian shall:

[8] Agree that the student will comply with the College Code of Behaviour, rules and regulations as set out in the International Student Handbook Part 2, Sections 2-6.

[9] Agree that the student will attend school regularly and that in the case of irregular attendance the school shall contact the designated guardian and/or the Immigration Service

[10] Agree to the refund policy prescribed by the Board of Trustees as set out in the International Student Handbook Part 5, Section 2.

[11] Agree to the College Accommodation and Care Policy as set out in the International Student Handbook Part 3, Section 1.

[12] Agree to ensuring that the compulsory medical and travel insurance cover purchased for

the student meets Code of Practice and College requirements as set out in the International Student Handbook Part 1, Sections 5.

[13] Agree to ensure that the student has a New Zealand guardian or designated caregiver who meets the College requirements regarding guardians/designated caregivers as set out in the Guardian and Designated Caregivers documents that can be downloaded from the College website. These documents will also be sent out to agents/parents of applicants as part of the enrolment process.

[14] Agree to the College making any course change, if this is seen to be in the best interest of the student.

[15] Authorise the College to:

15.1 Receive information from any person, authority or corporate body concerning the Student, including, but not limited to, medical, educational and welfare information.

15.2 Provide consents in respect of any activity carried out and authorized by the school.

15.3 Receive financial information relating to the Student including bank accounts, debts or income of the Student whilst in New Zealand.

15.4 Provide necessary consents on the Student's behalf in the event of a medical emergency where it is not reasonably practical to contact the Parents.

15.5 Advise the Student's homestay host or the Dean of Boarding of all matters and information required to be provided to parents of any student under the laws of New Zealand and agree to appoint the homestay host or the Dean of Boarding as their agent in New Zealand to receive such information in substitution for the parents.

15.6 To obtain information regarding the Student from the homestay hosts.

[16] Agree to provide the College with academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by the College.

[17] Agree to provide the College with their current address, phone number and email address contact details. Any changes that are made to any of this contact details will be immediately notified to the College International Department Administration.

[18] Acknowledge that:

18.1 Personal information of the Parents and/or the Student collected or held by the College is provided and may be held, used and disclosed to enable the College to process the application for tuition, provide tuition and homestay services to the Students, provide to the Student and/or Parents advice or information concerning products and services the College believes may be of interest to the Student and/or Parents and to enable the College to communicate with the Student/





and/or Parents for any purpose.

18.2 All personal information provided to the College is collected and will be held by the College at 250 West Tamaki Rd, Glendowie, Auckland, 1071, New Zealand.

18.3 If the Student/Parents fail to provide any information requested in the application for tuition, the College may be unable to process the application.

18.4 The Students/Parents have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the College concerning them.

### The Student's Obligations

The student shall:

[19] Comply with the College Code of Behaviour, rules and regulations as set out in the International Student Handbook Part 2, Sections 2-6.

[20] Attend school regularly and produce a written note or medical certificate to explain any absences on the day or returning to the College.

[21] Comply with homestay or College Hostel rules and regulations.

[22] Not request extended holiday leave or leave outside of the academic school year unless in exceptional circumstances.

[23] Accept any change of course that the College makes, if this is seen in the Student's best interests.

[24] Have the prior approval of the Director of International students before making any changes in homestay arrangements.

[25] Agree to comply with the College Accommodation and Care Policy as set out in the International Student Handbook Part 3, Section 1.



[26] Have current medical and travel insurance that meets Code of Practice and College requirements as set out in the International Student Handbook Part 1, Sections 5.

### General

[27] Without restricting clause 7, but subject to clause 27, the College's liability in relation to the supply of services to the Student is limited to the amount of fees paid by the Student for the provision of the services in respect of which liability arises.

[28] Nothing in this Agreement limits any rights the Parents and/or Student may have under the Consumer Guarantees Act 1993.

[29] Either party may terminate this agreement at any time upon written notice.

If the agreement is terminated the College Tuition Refunds Policy as set out in the International Student Handbook Part 5, Section 2 shall apply.

[30] It is acknowledged that the suspension, expulsion and exclusion of students 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 expel or suspend the Student for a specified period shall terminate this agreement and the refunds policy shall apply. The parents shall have no claim in damages or for any compensation if this agreement is terminated in these circumstances.

[31] 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.

[32] 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 in connection with this agreement, the Parents irrevocably submit to the jurisdiction of the Courts of New Zealand, agreeing 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 on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient form.

[33] This agreement shall consist of:

- The application for tuition in New Zealand.
- The Tuition Agreement.
- The International Student Handbook and all policies, guidelines and regulations that are detailed in this document.
- The current fees schedule.

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 College in writing to the Parents and shall continue in force whilst the Student is enrolled at the College.

### CONTACT

#### Director of International Students

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