

# Admission Agreement - International Students



## Confirmation of enrolment at King's College: Offer of Place

To

It is with pleasure that The King's College Trustees (the Trustees)

offer

## Acceptance

I/We accept the offer of a place at King's College (the "College") for the student named above (the "Student").

We can confirm the non-refundable Enrolment Fee of NZ\$1,500 (inclusive of GST) and the King's College Old Collegians' Association (KCOCA) Lifetime Membership Fee of NZ\$759 (inclusive of GST), has been paid.

Accepting the offer, I/we agree to be bound by the Terms and Conditions of Admission (the "Admission Agreement").

This document is to be signed by all legal guardians/parents who have a legal right to a say in the Student's education. King's College accepts a student's schooling is a guardianship matter. King's College will expect acceptance of the offer to be a matter the Student and his or her legal guardians/parents have resolved before notifying King's College of acceptance. The signature of the Student is required in an "Undertaking of Student" section later in this Admission Agreement.

For the purpose of admission to the College, we adopt the definition of a "guardian" and "guardianship" as legally defined under part 2 of the Care of Children Act 2004.

Legal Guardian/Parent 1

Legal Guardian/Parent 2

Name:

Name:

Signature

Signature

Date

(dd/mm/yyyy)

Date

(dd/mm/yyyy)

## Annual fees

Payment of annual fees must be made by electronic transfer or credit card by 15 December of the preceding year.

## Account addressee

Legal Guardians/Parents

Legal Guardian/Parent 1

Legal Guardian/Parent 2

Local Caregiver

Other (Please specify)

## General mailings

Legal Guardians/Parents

Legal Guardian/Parent 1

Legal Guardian/Parent 2

Local Caregiver

Other (Please specify)

# Terms and Conditions of Admission

The signature of the Student is required in an "Undertaking of Student" section at the end of this Admission Agreement. For ease of reference, the clauses in the Undertaking that the Student must also agree to, are underlined in the headings below.

1. **Payment of fees:** Legal Guardians/Parents are liable to the Trustees and the College for all tuition fees, boarding fees (where applicable), and incidentals. Tuition and (where applicable) boarding fees are annual fees (whether paid in one sum or by instalments). The amounts of these fees shall be as advised by the Trustees or the College from time to time.
2. **Payment of other amounts:** All other amounts due (such as incidentals) must be paid to the College no later than the 21st of the month following an invoice.
3. **Direct Debit:** If requested by the College, Legal Guardians/Parents must immediately provide to the College a direct debit authority in respect of all payments to be made by them under this Admission Agreement.
4. **Payment of interest:** Interest is payable on all amounts not paid by the due date (time being strictly of the essence) at the rate of 2% per month or for such time as any amount is outstanding.
5. **Non-payment and late payment:** In the event of any fees or disbursements not being paid strictly in accordance with the provisions of this Admission Agreement the College has the right to require the immediate withdrawal of the Student from the College. Where the Legal Guardians/Parents fails to withdraw the Student as required, the College will have the option to expel the Student and re-admittance will not be contemplated until such time as all outstanding amounts are paid and the College has agreed in writing to readmit the Student. The Trustees and the College shall be under no obligation to agree to readmit the Student.
6. **Overdue fees/amounts:** All expenses incurred by the Trustees or the College in collecting any overdue fees or incidentals (including legal costs on a solicitor/client basis) will be met by the Legal Guardians/Parents and interest on such amounts will be payable in accordance with clause 4 above from the date such expenses are incurred to the date of payment.
7. **Review of fees and other charges:** The College has the right from time to time, by two months' notice in writing to the Legal Guardians/Parents, to vary the fees and other charges payable by the Legal Guardians/Parents under this Admission Agreement.
8. **Fees non-refundable:** Tuition fees and boarding fees are all non-refundable, once paid.
9. **Fees when Student not in attendance:** The Trustees and the College are under no obligation to provide an abatement or refund of fees in respect of any time during which the Student may not be in attendance at the College, whether due to withdrawal, suspension, expulsion, leave of absence, illness, study leave, shortened term length, or any other reason.
10. **Incidentals Account:** Until advised in writing to the contrary, the College, in its discretion, is authorised to permit the Student to operate a credit sales account. This account may be utilised by the Student to make purchases at the Uniform Shop and the IT Centre. Unless the Legal Guardians/Parents agree otherwise in writing, the daily credit limit of such account shall be the general credit limit applying from time to time for such accounts within the College. The Legal Guardians/Parents are liable to the Trustees and the College to pay any balance in incidentals account for the Student.
11. **By Legal Guardians/Parents before commencement:** If the Student does not commence attendance at the College at the beginning of the term referred to in offer of place, then:
  - (a) if the Legal Guardians/Parents have not given the College at least one full term's prior written notice that the Student will not commence attendance at the College at the relevant time, then the Trustees or the College have the right to charge the Legal Guardians/Parents an amount equivalent to one-quarter of the annual tuition and, if applicable, boarding fees, in lieu of the required notice; and
  - (b) the Student will no longer be able to commence attendance at the College at any time unless the Trustees or the College agree otherwise in writing.Where amounts are payable under paragraphs 11 and 12 in lieu of notice, these amounts are payable by way of liquidated damages as a genuine pre-estimate of the Trustees' loss.
12. **By College:** The Trustees or the College may require the withdrawal of the Student or expel the Student in accordance with this Admission Agreement (including under paragraphs 6, 16, 17 and 18). The College has the right to require withdrawal or expel a student where there is a breach of this Admission Agreement based on the contractual relationship between the parties (which, for the avoidance of doubt) falls outside the Education Act 1989. Where a Student is withdrawn or expelled by the College, the Trustees or the College have the right to charge the Legal Guardians/Parents an amount equivalent to one-quarter of the annual tuition fees and, if applicable, boarding fees, by way of liquidated damages as a genuine pre-estimate of the Trustees' loss in relation to the period after the Student ceases to attend the College.
13. **Of Offer by the College:** The College may withdraw an offer of a place for a Student, prior to the Student commencing studies with the College, in circumstances where the Student and/or Legal Guardians/Parents have failed to disclose a material matter, that would if disclosed appropriately, have likely resulted in the College refraining from offering the Student a place. It will be in the College's sole discretion whether, depending on the circumstances it refunds any fees paid in advance for admission.
14. **Attendance:** Regular and punctual attendance by the Student is required by the College, including on specified weekend days and specified public holidays. Absences must be advised by a Legal Guardian/Parent by telephone or through the College's intranet on or before the day of absence. Leave of absence from the College during term time must be applied for in writing and in advance. Decisions as to whether or not a leave of absence is granted shall be at the Housemaster's or Deputy Headmaster's absolute discretion.
15. **Standard of Conduct:** Whether on the College grounds or not, the Student shall at all times be subject to the rules and discipline of the College. The Trustees and the College have the right to require the withdrawal of the Student or to suspend or expel the Student for any act or omission that is in breach of the rules of the College (including its rules around the use or possession of drugs) and/or for any action or omission by the Student which may, in the opinion of the Trustees or the College, bring or have the potential to bring the College into disrepute, or for any other cause which, in the opinion of the Trustees or the College, is reasonable. In particular, but not by way of limitation, the Student shall be subject to the College's rules and conventions from time to time set out in the Student Diary of the College as varied, supplemented or replaced.
16. **Drug Use and Possession:** The College has a strict policy on drug use and possession and both Legal Guardians/Parents and the Student must be familiar with this policy. Students may be required to undertake drug tests where the College either has grounds to suspect drug use or possession, or arranges random drug testing. The Legal Guardians/Parents and the Student agree to the College having the right to submit the Student to a random drug test, to ensure the health and safety of the Student and those within the College.

## Withdrawal

11. **By Legal Guardians/Parents:** Prior written notice of at least one full term must be given to the College by the Legal Guardians/Parents of the intended withdrawal of the Student from the College. Where notice of withdrawal is given:
  - (a) all fees and incidentals shall continue to be payable up to the date of withdrawal or the expiry date of the required notice period (whichever is later).
  - (b) that is not strictly in accordance with this Admission Agreement, the Trustees or the College have the right to charge the Legal Guardians/Parents an amount equivalent to one-quarter of the annual tuition and, if applicable boarding fees, in lieu of notice for the period after the date of withdrawal.

18. **Suspected offences against New Zealand law:** Where the College suspects that there may have been offending against New Zealand law involving the Student (whether as a potential offender, victim or otherwise), the College may, at its discretion, notify the Police and allow the Police to access the College and to interview the Student (with or without prior notification to the Student or Legal Guardians/Parents). The Trustees and the College each have the right to require the immediate withdrawal of the Student or to suspend or expel the Student – even if the Student is under ongoing investigation by the Police, or the Student is the subject of an unresolved charge, or the Student has been found not guilty, acquitted or discharged without conviction.

## Religious Instruction and EOTC

19. **Religious instruction:** Attendance at Chapel and participation in religious tuition and observance is compulsory.

20. **Outdoor Education activities:** Education Outside The Classroom (EOTC) is the name given to all events/activities that occur outside the classroom, both on and off the school site. EOTC includes, but is not limited to, field trips, cultural trips and sports trips that occur in school time and/or finish after school finishes. Participation in the College's outdoor education activities (including attendance at the Ahuroa Outdoor Education Centre) is compulsory (unless there is a recognised physical impediment for the Student that could make certain physical activity impossible, in which case the College shall explore alternatives for the Student).

By signing this Admission Agreement, you give your consent for the Student to participate in all low risk EOTC activities both on and off the school site and including those that finish outside of school hours. Separate consent will be sought by the College for higher risk environments or off-site overnight events

## Memberships

21. **Lifetime Membership of KCOCA:** To facilitate the Student becoming a lifetime member of the King's College Old Collegians' Association (Inc), a KCOCA Lifetime Membership fee of NZ\$759 is payable at the time of execution of this Admission Agreement.

22. **Annual Membership of Friends' Association:** To facilitate family membership of the Association of the Friends of King's College the annual membership subscription applying at the time will be charged to the Student's account in Term 1. Where more than one Student from a family attends the College at any one time, only the youngest student's account will be charged.

## Obligations and Liability

23. **Disclaimer of Liability:** The Trustees and the College accept no responsibility for any personal injury suffered by the Student or the loss of or damage to personal property of the Student or Legal Guardians/Parents while the Student is at or in the care of the College. The Legal Guardians/Parents authorise the Headmaster or any other staff member of the College or other person who at the relevant time is responsible for the care of the Student to act in loco parentis in respect of the Student in cases of accident or emergency.

24. **Joint and Several Liability:** The agreements made, the obligations incurred and any authorities to be given by the Legal Guardians/Parents under this Admission Agreement are made and incurred and will be given jointly and severally, and are contractually binding.

## Privacy

25. **Access to and correction of information:** Pursuant to the Privacy Act, the Legal Guardians/Parents and the Student have the right to access and correct the information contained in this Admission Agreement. The Legal Guardians/Parents shall notify the College of any change in the information contained in this Admission Agreement as soon as is reasonably practical.

26. **Use and disclosure of information:** The Legal Guardians/Parents and the Student acknowledge that the information contained in this Admission Agreement and such updated information and other information collected from time to time by the Trustees and/or the College is collected for the purpose of:

- (a) providing for the educational and general advancement of the Student;
- (b) the administration of the College;
- (c) College publications such as the School List;
- (d) the maintenance of the College's records of past, present and future students; and;
- (e) communication with the Legal Guardians/Parents of Students

Such information may be used by the Trustees and the College and its various associated bodies including, but not by way of limitation, the King's College Old Collegians' Association (Inc), the King's College Foundation (Inc), the King's College Rowing Club (Inc) and the Association of the Friends of King's College (Inc) ("the associated organisations"). The Legal Guardians/Parents and the Student authorise the College to disclose any such information to the associated organisations on the basis that such organisations hold the information and use the information only for the purposes of activities which the particular organisation customarily undertakes from time to time

## Authorisations

27. **Particular authorisations:** Without limiting paragraph 26 above, the Legal Guardians/Parents and the Student authorise:

- (a) the publication of the Student's name in the School List (which is made available to all staff and students to assist in the facilitation of school business);
- (b) display or publication of the Student's work and/or photographic image in other College publications (including any newsletter, prospectus, magazine, yearbook, open day display, website, school brochure etc);
- (c) the College and any person or organisation authorised by the College to take any photographic or video image of the Student while the Student is participating in or attending a College activity, and the use or publication of any such image for a purpose authorised by the College;
- (d) all information from time to time held by the Trustees or the College and information concerning the academic, sporting or cultural performance of the Student to be released to parties within and outside the College at the discretion of the Trustees or the College in any situation where the education, advancement, health, welfare or safety of the Student is concerned;
- (e) the participation of the Student in all low risk EOTC events that occur both on-site and off-site during school time and after school finishes.

## Delegation

28. The Trustees may delegate to the Headmaster or other persons or bodies any of the powers of the Trustees and any of the powers of the College, generally or otherwise.

## Undertaking of Student

1. The Student undertakes that, at all times while a student of the College, they will observe the rules and be subject to the discipline of the College including, but not limited to, the College's rules and conventions from time to time set out in the Student Diary as varied, supplemented or replaced.
2. The Student consents to the provisions of paragraphs 15 to 20, 23 and 25 to 27 of this Admission Agreement (each underlined above).
3. It is particularly noted that the College has a strict policy on drug use and possession. As part of this policy, the Student consents to being required

to undertake drug tests as explained in paragraphs 16 and 17 "Standards of Conduct" and "Drug Use and Possession" above.

4. The Student consents to the Trustees and the College disclosing the information contained in this Admission Agreement or subsequently collected to various other parties as outlined in paragraphs 26 and 27 above.

The Student undertakes that he/she has not failed to disclose to the College in the application process any matter which may have materially influenced the College's decision to offer a place in the College.

## Signed

Signature of Student

Date

(dd/mm/yyyy)

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By my/our acceptance of the offer, I/we agree to be bound by the terms and conditions of this Admission Agreement.

I/We undertake that I/we have not failed to disclose to the College in the application process any matter which may have materially influenced the College's decision to offer a place in the College to the Student.

## Signed

Legal Guardian/Parent 1

Legal Guardian/Parent 2

Name:

Name:

Signature

Signature

Date

(dd/mm/yyyy)

Date

(dd/mm/yyyy)

## Additional details:

Have any details changed since applying for a place at King's College?

No

Yes (please specify changes below)

## Siblings who may attend King's College in the future

Name

Date of birth

Brother      Sister

Brother      Sister

Brother      Sister

