



PRIMARY • INTERMEDIATE

19 Brixton Road, Mount Eden, Auckland 1024 | P (09) 638 7960 | E: office@balmoral.school.nz

INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT PRIMARY AND INTERMEDIATE SCHOOL

PART ONE:

Notes:

1. It is important that all relevant information about the student is included in this application. This information is used to ensure that the student is supported properly upon arrival and while enrolled, and to match them with suitable homestays, teachers and courses. Where information is included relating to health issues or learning needs, disclosure of this information will not automatically disqualify the Student from Enrolment. However, failure to disclose information or providing misleading information may result in the withdrawal of an Offer of Place or termination of a Contract of Enrolment.
2. The Education (Pastoral Care of International Students) Code of Practice 2016 requires that all students under 10 years of age must live with a parent or legal guardian in New Zealand while enrolled at a school, unless they are accommodated in a school hostel. Where a student under the age of 10 years is found to be living in accommodation other than with a parent or legal guardian, or in a school hostel, they will not be permitted to attend school and this will result in the withdrawal of an offer of place or the summary termination of a contract of enrolment.

STUDENT DETAILS (Name must be as it appears on your passport)

Family name:		
First name:	Date of birth:	Age:
Preferred name:	<input type="checkbox"/> Female <input type="checkbox"/> Male	
Email:		
Address: (In home country)		
First language:	Country of citizenship:	Ethnicity:
Passport number:	Date of Entry into NZ:	
Student Visa No:	Duration of Visa:	
Intended start date:	Intended end date:	

OFFICE USE ONLY	Passport & Student Visa	Verified & Photocopied	Year Level:	Room:
-----------------	-------------------------	------------------------	-------------	-------

PARENT ONE or LEGAL GUARDIAN: (Name must be as it appears on your passport)

NOTE: It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section MUST be the contact information for the parents or legal guardian.

Title:	Mrs <input type="checkbox"/>	Miss <input type="checkbox"/>	Ms <input type="checkbox"/>	Mr <input type="checkbox"/>	Dr <input type="checkbox"/>
Family name:	Date of Birth:				
First name:					

Street Address			
Postal Address			
Home Phone:	Mobile:	Email:	
First language:	Country of citizenship:		
Passport number:	Expiry date:		

OFFICE USE ONLY	Passport & Student Visa	Verified & Photocopied
-----------------	-------------------------	------------------------

PARENT TWO OR LEGAL GUARDIAN: (Name must be as it appears on your passport)

Title:	Mrs <input type="checkbox"/>	Miss <input type="checkbox"/>	Ms <input type="checkbox"/>	Mr <input type="checkbox"/>	Dr <input type="checkbox"/>
Family name:				Date of birth:	
First name:					
Street address:					
Postal address:					
Home phone:	Mobile:	Email:			
First language:	Country of citizenship:				
Passport number:	Expiry date:				

EMERGENCY CONTACT

In home country, other than parents

EMERGENCY CONTACT

In New Zealand

Contact's name:		
Relationship to the student:		
Mobile phone:		
Home phone:		
Email address:		

AGENT INFORMATION (If using an agent)

Agency name:		
Agent name:		
Agent email address:	Phone:	

MEDICAL INFORMATION (Must be completed)

Name of doctor:	Phone number:
Please declare any previous physical or mental health illness or problems that may affect the student's enrolment.	
Date of illness:	

Please provide details (attach additional pages if required).

Please tick the appropriate box if you suffer from or have suffered from any of the following medical conditions:

- | | | | | |
|---|---|---|---|--|
| <input type="checkbox"/> Asthma | <input type="checkbox"/> Back/Neck problems | <input type="checkbox"/> Glandular Fever | <input type="checkbox"/> Allergy to bee/wasp stings | <input type="checkbox"/> Migraines |
| <input type="checkbox"/> HIV or AIDS | <input type="checkbox"/> Diabetes | <input type="checkbox"/> Hepatitis A, B or C | <input type="checkbox"/> Depression/Anxiety | <input type="checkbox"/> Heart Condition |
| <input type="checkbox"/> Tuberculosis | <input type="checkbox"/> ADD/ADHD | <input type="checkbox"/> Allergies | <input type="checkbox"/> Food Allergies | <input type="checkbox"/> Eating Disorder |
| <input type="checkbox"/> Epilepsy | <input type="checkbox"/> Mobility issues | <input type="checkbox"/> Behavioural Difficulties | <input type="checkbox"/> Learning Difficulties | <input type="checkbox"/> Mental Illness |
| <input type="checkbox"/> Other, please state: | | | | |

Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?

- Yes No
If 'Yes' please provide details (attach additional pages if required).

Is the student currently on any medication?

- Yes No
If 'Yes' please provide details (attach additional pages if required).

Please note: If you suffer from conditions requiring medication, it is advisable to bring your own medication to New Zealand. You will be required to notify the school regarding any medications that you bring with you.

Is there anything further regarding the health of the student that the school needs to be aware of in enrolling and supporting the student as an international student?

- Yes No
If 'Yes' please provide details (attach additional pages if required).

Is the student immunised?

- Yes No
If 'Yes' please provide a copy with your application.

Do you consent to the school giving paracetamol/ pamol?

- Yes No

INSURANCE DETAILS (Provide a copy in English)

What type of Medical and Travel insurance does the student have for the duration of his/her time of study in New Zealand?

Insurance Provider	Policy No:
--------------------	------------

NOTE: Please provide an English copy of the policy and certificate to the school on or before the students first day of school.

Office Use Only

Medical Insurance details

Verified & Photocopied

LEARNING INFORMATION

How many years of schooling not including pre-school education has the student had?

Does the student have any learning difficulties which may require extra school support or services?

Yes No

If 'Yes' please provide details (attach additional pages if required).

Does the student have behavioural difficulties which may require extra school support or services?

Yes No

If 'Yes' please provide details (attach additional pages if required).

GENERAL DETAILS

Has the student previously applied for entry to the school?

Yes No

If yes, when?

Has the student ever had a family member or relative enrolled at the school?

Yes No

Name:

Year attended:

Has the student previously studied at any other NZ school?

Yes No

If yes, please state the name of the school:

Dates:

How many years has the student studied English?

[] Months [] Years

Please indicate the students' level of English:

Complete beginner Able to hold simple conversations
 Able to understand enough to know what is going on in the classroom

Do the student's parents speak or read English? **Speak** Yes No **Read** Yes No

ACCOMMODATION REQUIREMENTS

NOTE: The Education (Pastoral Care of International Students) Code of Practice 2016 requires that all students under 10 years of age must live with a parent or legal guardian in New Zealand while enrolled at a school unless they are accommodated in a school hostel.

The student will live with: Parent or legal guardian

OR The student will live with a residential caregiver: Designated caregiver (relative or family friend)

Designated Caregiver Details (If the student is staying with a relative or close family friend)

Name of caregiver:

Address (in NZ):

Home phone:

Mobile:

Email:

Relationship to student:

PART TWO:

THE TERMS AND CONDITIONS APPENDED TO THIS APPLICATION, FORM AND GOVERN THE STUDENT'S TUITION AT THE SCHOOL. BY SIGNING BELOW THE SCHOOL AND THE PARENTS OR LEGAL GUARDIAN AGREE TO THOSE TERMS AND CONDITIONS. PLEASE ENSURE THE TERMS AND CONDITIONS ARE READ CAREFULLY.

Terms and Conditions:

Definitions

1. For the purposes of this Agreement the following terms shall have the following meanings:

Accommodation means the residential accommodation provided to the Student.

Accommodation Agreement means the agreement between the School and the Parents, which governs the Student's accommodation arrangements.

Act means the Education Act 1989.

Agreement means this Agreement including any schedules.

Application Form means the standard enrolment form which forms the cover page of this Agreement.

Code means the Education (Pastoral Care of International Students) Code of Practice 2016.

Designated Caregiver has the meaning as set out in the Code.

Disciplinary Action includes termination of this Agreement and suspension, expulsion and exclusion of the Student as those terms are defined in the Act.

Fee means fees payable by the Parents to the School as per the Fee Schedule.

Fee Schedule means the schedule of fees for Tuition, Accommodation and miscellaneous charges, which is available from the School on request and may be updated from time to time.

Homestay has the meaning as set out in the Code.

Legal Guardian means the person or persons who is legally the guardian of the Student in their home country and has the legal right to make decisions about their care, education and well-being. It can include parents, where they have the right to make decisions for the Student.

Offer of Place means a Confirmed Offer of Place and does not include any provisional offer.

Parent means the student's biological or legally adoptive parent. Except where the context requires otherwise, references to Parents in this agreement includes Legal Guardians and also includes a single Parent who has the sole right of guardianship in relation to the child.

Residential Caregiver has the meaning as set out in the Code.

School means the school referred to in the annexed Application Form.

School Hostel has the meaning as set out in the Code.

Student means the student referred to in the annexed Application Form.

Termination means termination of the Agreement and includes termination by the School expelling or excluding the Student.

Tuition means the education of the Student at the School.

Period of Enrolment means any period for which Fees are paid and for the purpose of this Agreement the enrolment of the Student begins on the course start date stated in the Student's Offer of Place and ends on the course end date stated in the

Student's Offer of Place, or on such earlier date as the parties agree or the School terminates the Agreement pursuant to clause 26 or 28 of the Agreement.

Preliminary Provisions

2. The Agreement is declared to be a Contract of Enrolment in terms of section 2 of the Act.
3. The School shall provide Tuition to the Student in accordance with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.

Terms of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student begins on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents/Legal Guardians and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student in respect of the renewed term.
6. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School organised trip the School's responsibility for the Student shall cease upon the Student's departure and resume upon the Student returning to New Zealand.
7. This Agreement is deemed to be written agreement from the parents that the School is not responsible for the Student's day-to-day care where the student is in the custody of a residential caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purpose of supervising them during the Period of Enrolment.
8. The School is not responsible for the Student's day-to-day care where the Student is in the custody of a person approved by the Parent or Legal Guardian as part of a handover of care arrangement in accordance with the Code.
9. During the Period of Enrolment the Student must keep the School reasonably informed of his or her whereabouts including without limitation if the Student intends to leave New Zealand during the Period of Enrolment.

Accommodation

10. The Parents agree that where the Student is under the age of 10 years at any time during the Period of Enrolment, the Student will live with one or both Parents at all times while aged under 10 years unless the Student is accommodated in a School

Hostel. For the avoidance of doubt, students aged 10 years and over may live with a Residential Caregiver.

11. The Parents agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of the School.
12. The Parents agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.
13. For students not living with the Parents, the Parents irrevocably authorise the principal of the School to advise the Residential Caregiver (whether or not arranged through the school) of all matters and information required to be provided to the Parents and agree to appoint the Residential Caregiver in New Zealand to receive such information in substitution for the Parents.

Immigration and Insurance

14. The Parents agree to comply with the immigration requirements as set out in the Immigration Act 2009, and any immigration conditions applicable to the Student's stay in New Zealand. The Parents understand that the School has an obligation to report any breaches of the immigration requirements to the appropriate immigration authority.
15. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
16. The Parents agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. Where insurance is not arranged by the School, the Parents will provide the School with evidence of the relevant insurance policy. If appropriate evidence is not provided, the School may organise insurance it considers appropriate and pass on this cost to the Parents or may refuse to allow the student to attend classes until appropriate evidence of insurance is provided.

Fees

17. The Fee must be paid to the School in advance of each Period of Enrolment or as otherwise directed by the School. The Parents agree to comply with school policies regarding the payment of the Fee.
18. If Tuition is terminated by the School during a Period of Enrolment, in accordance with the Act and the Code, any refund of the Fee applicable to that Period of Enrolment will be assessed in accordance with the refund policy contained in Schedule Three, as updated by the school from time to time..

Information, Warranties and Acknowledgements

19. The Parents agree to provide the School with educational, medical financial or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents provide misleading information or fail to disclose information about the Student to the School, such that the School has to change or modify the level of Tuition or Accommodation required by the Student, the School may charge the Parents such fees as required to adequately compensate for such additional requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents are obliged to notify the School in respect of any changing conditions in relation to the Student.

20. The Parents confirm that:

- (a) The Student does not suffer from any medical condition or behavioural condition (including mental health conditions and allergies) that may negatively impact on the health, safety or education of the Student or any other

student at the School, except as disclosed in writing in the Application Form;

- (b) The Student does not have any medical or other special needs that require additional support, except as disclosed in writing on the Application Form;
- (c) All information in the Application Form is true and correct to the best of their knowledge and belief.

21. The Parents acknowledge that:

- (a) The School may obtain at any time from any person or entity any information it requires to process and/or accept the Student for admission to the School 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 and/or Parents.
- (b) If the Parents fail to provide any information requested in relation the Students admission to the School, the School may be unable to process the Student's application.
- (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, than this Agreement will be at an end.
- (d) Personal information of the Student and/or Parents collected or held by the School is provided and may be held, used and disclosed to enable the School to process the Student's eligibility to receive Tuition at the School and Accommodation.
- (e) The Parents agree that where the Student lives in a School approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by the School and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to a Designated Caregiver Agreement being entered into by the School, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Agreement or of the Designated Caregiver Agreement will be deemed to be a breach of this Agreement.
- (f) All personal information provided to the School is collected and will be held by the School.
- (g) The Student 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.
- (h) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.
- (j) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School unless otherwise agreed in writing by the parties.

Consent

22. The Parents, who have signed this Agreement 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:

- (a) Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information;

- (b) 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.
23. Where the Student lives with the Parents, the School shall seek specific written consent of the Parents in accordance with school policies and procedures before the Student participates in any activity either organised by the School or by another party on behalf of the School.
 24. Where the Student is in the care of a Residential Caregiver, the School shall seek specific written consent of the Parents before the Student participates in any activity either organised by the School or by another party which are considered to be adventure activities or extreme sports or are activities that are organised by the School and require the Student to stay away from their regular accommodation overnight.
 25. Where the Student is in the care of a Residential Caregiver, except in the circumstances described in clause 24, this agreement is deemed to be written consent of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether consent is sought from domestic students in relation to the same activity.
 26. Where the Student is in the care of a Residential Caregiver, unless otherwise agreed in writing by the parties, this Agreement is deemed to be written consent for leisure travel or stays organised and supervised by the Student's Homestay or Residential Caregiver (where applicable) where the travel is within New Zealand for a period of not more than seven days and does not result in the Student missing any scheduled school days.

Conduct, Discipline and Termination

27. The Student will comply at all times with school policies, the Code and the Act, and the Parents shall work with the School to ensure such compliance. This includes, without limitation, compliance with the Code of Student Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.
 28. In the event of any breach of this agreement by the Student or the Parents, the School may take any disciplinary step it considers appropriate, including terminating this Agreement, and/or suspending, excluding or expelling the Student and (if applicable) notify Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.
 29. Without limitation, the following actions shall be deemed to be breaches of this Agreement which may warrant disciplinary action:
 - (a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
 - (b) Any breach of the Code of Student Conduct by the Student;
 - (c) Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;
 - (d) Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;
 - (e) Any act by the Student during the Period of Enrolment that jeopardises the education of any other Student;
 - (f) Any breach of clauses 15 or 16 of this Agreement or of the warranties contained in clause 20 of this Agreement;
 - (g) Failure to make payments pursuant to the Fee Schedule; and
 - (h) Any other breach of this Agreement
30. Where appropriate, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers pursuant to clause 28 of this Agreement, but nothing in this Agreement shall limit the power of the School to summarily terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.

General Matters

31. No party to this Agreement is liable to the other for failing to meet its obligations under this Agreement to the extent that the failure was caused by an act of God or other circumstances beyond its reasonable control.
32. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the Parents irrevocably:
 - (a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (b) 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 forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
33. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be deemed to have been received ten (10) days after posting.
34. Notices may also be given by sending an email to the email addresses specified on the first page of this agreement and will be deemed to have been received 12 hours after it has been sent.
35. 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 consultation with the Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.
36. The School shall at all times comply with the Health and Safety at Work Act 2015.
37. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
38. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.
39. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.
40. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.

PARENTS/LEGAL GUARDIANS DECLARATION AND AUTHORISATION

We declare that the information contained in this application is true and complete. We understand that any false or incomplete information submitted in support of this application may invalidate this application and may result in the withdrawal of an Offer of Place. We agree that we have received sufficient information to make an informed decision about enrolment at the School.

Key Terms: This Contract of Enrolment includes provisions:

- (i) that allow the School to discipline the Student, including by expulsion
- (ii) that control and limit the Student's rights of refund when Enrolment ends early
- (iii) that require the Parents to make full disclosure of all relevant information and
- (iv) that provide consent for the School to permit certain activities without further consent from the Parents.

This is an important legal document, please read all clauses carefully.

By signing this agreement you:

1. Confirm that all of the information in the application form is true and complete.
2. Confirm that where the Student is under 10 years of age, the Student will live with a parent or legal guardian in New Zealand while enrolled at a school unless they are accommodated in a school hostel.

SIGNING

Parents/Legal Guardians

By signing below, the Parents (as applicable) confirm that they have read the Agreement and agree to be bound by it in all respects: (please also initial each page of the Agreement, including the schedules)

Name(s): _____

Signature(s): _____

Date: _____

School

By signing below, the authorised signatory of the School confirms that they are authorised to sign on behalf of the School, and confirms that the School will be bound by the Agreement in all respects:

Name: _____

Signature: _____

Date: _____

**Balmoral School Rules
(Schedule one)**

Rules	What does this look like
We follow the staff instructions first time	We do what a staff member asks us straight away.
We keep hands, feet, mouths and objects to ourselves	<p>Hands and Feet We do not pinch, poke, pull hair, kick, strangle, punch, tackle, push, pull.</p> <p>Mouth We do not bite, swear, put down, name call, answer back, ridicule or laugh at others.</p> <p>Objects We do not bring or make at school weapons or objects that may hurt others.</p> <p>Body Language We do not give the evils, whisper behind backs, eye roll, stand over or give rude gestures.</p>
We are in the right place at the right time	<p>We move promptly and quietly around the school.</p> <p>We are in class on time.</p> <p>Intermediate students who are late to school report to the office to sign the late form.</p> <p>We stay outside a classroom unless a teacher is present.</p> <p>We stay within the boundaries, including away from the car parks at all times.</p> <p>We sit down when we eat.</p> <p>Only monitors are allowed in the sports shed.</p> <p>We use the toilets only as a place to go to the toilet.</p>
We tell the truth and display honesty	<p>We play fairly in games and sports, and include all participants.</p> <p>We do not cheat.</p> <p>We tell the truth.</p> <p>If we find something we take it to the office or give it to the owner.</p>
We take care of the school environment	<p>We put school equipment away.</p> <p>We put rubbish in the bin and try to recycle.</p> <p>We put toilet paper in the toilet and hand wipes in the bins provided.</p> <p>We look after our furniture and make sure they stay clean.</p> <p>We do not sit on tables or desks.</p> <p>During the day we do not climb trees at school.</p> <p>We do not climb on or touch art works around the school.</p>
We bring the appropriate items from home that we need for school. This includes wearing the correct uniform and appropriate clothing.	<p>We do not bring, or have in our possession, "cigarettes, alcohol or psychoactive substances other than prescription medicines".</p> <p>We do not bring fizzy drinks, chewing gum, sweets and glass bottles to school.</p> <p>We do not share food or trade items.</p> <p>We bring toys and other personal possessions to school only if we need them in class; they are our own responsibility.</p> <p>If we ride a bike we wear a helmet.</p> <p>During the day bikes and scooters are placed in bike racks and locked for safety; they are our own responsibility.</p> <p>We walk bikes and scooters in the school grounds or on Brixton Road after school.</p> <p>We wear the intermediate uniform correctly, including keeping long hair tied back, wearing solid black leather shoes or black sports shoes (90%) with white ankle socks. If going out on a sports trip we change into our PE uniform and sports shoes once we are at school.</p> <p>We wear the intermediate PE uniform.</p> <p>We wear shoes in the Tech rooms.</p> <p>Girls will wear a one piece or tankini, not bikini, in the pool and can wear board shorts if they wish.</p> <p>Rash shirts are the only appropriate shirts to wear in the pool.</p> <p>All students swimming will have a towel to dry themselves.</p> <p>We wear the school hat in Terms 1 and 4.</p> <p>Only small stud earrings are worn.</p> <p>No other jewellery to be worn, unless a request has been made to the AP.</p> <p>We have all the equipment we need to do our work.</p> <p>Cell phones are switched off or on silent during the day, and are not used until after 3:00pm.</p> <p>They are our own responsibility.</p>
We do not steal or vandalise	<p>We do not go into someone else's bag, desk or classroom without asking first.</p> <p>We do not graffiti (tag) or disfigure property.</p>

Disciplinary Policy (Schedule Two)

1. The following is the School's current disciplinary policy for dealing with breaches of the Agreement. This is not intended to restrict the School's general power of discipline and this policy may be changed from time to time at the discretion of the School.

Overview

2. Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not warrant any formal response other than a warning, the School will endeavour, where appropriate, to follow a two-stage disciplinary process.
3. In Stage One, the School will investigate and determine the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.
4. In Stage Two, if the School has determined that a breach has occurred, the School will consider the appropriate response to that breach, up to and including termination of the Agreement.
5. The Student and the Parents will have an opportunity to provide a response to the alleged breach that the School is investigating (**the Allegation**) and any proposed disciplinary action that the School is considering taking (**the Proposed Action**).
6. This policy does not limit the School's power to take appropriate disciplinary action urgently and without following this process if this is necessary having regard to the seriousness of the breach.
7. This policy also does not limit the School's power to suspend the student for the duration of the disciplinary process where suspension is considered necessary for the safety or education of any person.

General Policy

8. When the School is conducting a disciplinary process involving the Student it will endeavour to provide the Student and the Parents with the following:
 - (a) a written summary of the Allegation or the Proposed Action;
 - (b) an opportunity to respond to the Allegation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
 - (c) an opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Allegation or the Proposed Action) before giving a response;
 - (d) an opportunity to hear from the Parent before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Allegation or Proposed Action;
 - (d) an opportunity to have an independent support person of the Parents choice present at any meeting relating to the disciplinary process;
 - (e) an opportunity to meet with that support person in private at any stage during the disciplinary process;
 - (f) an opportunity to have a translator present (or otherwise facilitate the student participating in the process in his or her own language) during any meeting or process if the School or the Parents considers that a language barrier means that a translator is required; and
 - (g) a copy of this policy setting out the rights which the Student and the Parents have when engaging in the disciplinary process.

Disciplinary Procedure

Stage One: Incident Investigation

9. When the School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise warrant a disciplinary response, the School will notify the Student and the Parents of the Allegation and will provide them with an opportunity to give a response.
10. Where appropriate, having regard to the seriousness of the Allegation, the Parents and the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Parents. The School will receive this response and give it genuine consideration before making a decision about the Allegation.

11. When the School makes a decision about the Allegation it will advise the Student and Parent, in writing if possible, about its conclusion as to what happened and whether it amounts to a breach of the Agreement.

Stage Two: Outcome Discussion

12. If the School determines that a breach of the Agreement has occurred, it will advise the Student and Parent of the possible disciplinary actions that it will consider taking in response to the breach and will provide the Student and Parents with an opportunity to give a response.
13. Where appropriate, having regard to the seriousness of the breach, the Student and Parent will have the opportunity to respond either in person or in writing or both, at the choice of the Parents. The School will receive this response and give it genuine consideration before making a decision about the disciplinary action to be taken.
14. When the School makes a decision about the disciplinary action that it will take in response to the breach it will advise the Student and Parents of its decision, in writing if possible. The disciplinary action will not take effect, and no actions will be taken to put it into place, until the Student and Parents have been advised of the decision.

Refund Policy

(Schedule Three)

Request for a refund of international student fees

1. The School will consider all requests for a refund of international student fees. Requests should be made in writing to the School as soon as possible after the circumstances leading to a request.
2. A request for a refund should provide the following information to the School:
 - a) The name of the student
 - b) The circumstances of the request
 - c) The amount of refund requested
 - d) The name of the person requesting the refund
 - e) The name of the person who paid the fees
 - f) The bank account details to receive any eligible refund
 - g) Any relevant supporting documentation such as receipts or invoice.

Non-refundable fees

3. The School is unable to refund some fees. The following fees relate to expenses that the School may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:
 - a) **Administration Fee:** Administration fees meet the cost of processing an international student application. Administration fees exist whether an application is accepted or not or whether a student remains enrolled after an application is accepted.
 - b) **Insurance:** Once insurance is purchased, the school is unable to refund insurance premiums paid on behalf of the Student. Students and families may apply directly to an insurance company for a refund of premiums paid.
 - c) **Homestay Placement Fee:** Homestay placement fees meet the cost of processing a request for homestay accommodation by the Student. Costs incurred for arranging homestay accommodation for the Student prior to the refund request, cannot be refunded.
 - d) **Used Homestay Fees:** Homestay fees paid for time the Student has already spent in a homestay cannot be refunded. Used homestay fees may also include a notice period of two weeks.
 - e) **Portion of Unused Tuition Fees:** The School may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the School and may vary.

Request for a refund for failure to obtain a study visa

4. If the Student fails to obtain an appropriate study visa, a refund of international student tuition fees will be provided less any Administration Fee that has been paid.

Requests for a refund for voluntary withdrawal from enrolment - Withdrawal prior to enrolment

5. If the Student voluntarily withdraws prior to the start date of their enrolment, a refund of international student fees will be provided less any relevant non-refundable fees set out in this policy.

Requests for a refund for voluntary withdrawal from enrolment - Withdrawal after enrolment

6. If the Student withdraws on or after the start date of their enrolment, reasonable written notice of withdrawal is required by the school. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

Requests for a refund where the School fails to provide a course, ceases as a signatory or ceases to be a provider

7. If the School fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the School will negotiate with the Student or their family to either:
 - a) Refund the unused portion of international student tuition fees or other fees paid for services not delivered or

- b) Transfer the amount of any eligible refund to another provider or
- c) Make other arrangements agreed to by the student or their family and the school.

Where the Student's enrolment is ended by the School

8. In the event the Student's enrolment is ended by the School for a breach of the Contract of Enrolment, the School will consider a request for a refund less:
- a) Any non-refundable fees set out in this policy
 - b) Ten weeks tuition fee
 - c) Any other reasonable costs that the school has incurred in ending the student's enrolment

Where the Student changes to a domestic student during the period of enrolment

9. If the Student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

Where the Student voluntarily requests to transfer to another signatory

10. If the Student requests to transfer to another signatory after the start date of their enrolment, reasonable written notice of the transfer is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

Request for a refund of homestay fees

11. If for any reason, the Student withdraws after the start date of their enrolment, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
12. Where a student moves from a school homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this policy.

Requests for a refund of fees unused at the end of enrolment

13. Except by written request from parents, prepaid fees unused at the end of enrolment amounting to less than NZD\$500.00 will be refunded to the Student in cash. Sums of NZD\$500.00 or greater will be refunded into a nominated bank account.

Outstanding activity fees or other fees

14. Any activity or other fees incurred by the Student during enrolment and owed to the School at the time of withdrawal, will be deducted from any eligible refund.

Refunds to be made to the country of receipt

15. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000.00 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.

Rights of families after a decision regarding a refund has been made by the School

16. A decision by the School relating to a request for a refund of international student fees will be provided to the Student or Parents in writing and will set out the following information:
- a) Factors considered when making the refund decision
 - b) The total amount to be refunded
 - c) Details of non-refundable fees
17. The Student and their family has the right to take a grievance to the Code Administrator or Disputes Resolution Scheme in the event they are dissatisfied with a refund decision made by the School.

PART THREE:

PLEASE COMPLETE THE INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT ONLY IF THE STUDENT WILL BE LIVING IN A HOMESTAY WHILE ENROLLED AT THE SCHOOL.

INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT

(When placing a student in a School Approved Homestay)

Terms and Conditions:

1. For the purposes of this Agreement the following terms shall have the following meanings:
 - Accommodation** means the residential accommodation provided to the Student pursuant to this Agreement.
 - Accommodation Requirements** means the rules and requirements of the Accommodation as set out in Schedule One.
 - Agreement** means this Accommodation Agreement between the Student, School, and Parents which governs the Student's Accommodation arrangements.
 - Application Form** means the standard enrolment application form.
 - Code** means the Education (Pastoral Care of International Students) Code of Practice 2016 as updated from time to time and available online at www.legislation.govt.nz under Education (Pastoral Care of International Students) Code of Practice 2016.
 - Contract of Enrolment** means the agreement between the Student, the School and the Parents which governs the Student's Tuition.
 - Homestay** has the meaning as set out in the Code.
 - Parents** means the Parents referred to in the Application Form.
 - Residential Caregiver** means the person responsible for the Student at the Accommodation.
 - Residential Caregiver Agreement** means an agreement between the School and the Residential Caregiver.
 - School** means the school referred to in the Application Form.
 - Student** means the International Student residing at the Accommodation as referred to in the Application Form.
 - Tuition** means the education of the Student at the School.

All other terms have the same meaning as in the Contract of Enrolment.
2. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to reside at an Accommodation approved by the School using the process set out in the Code.
3. The Parents agree to adhere to the following terms and conditions of the Accommodation:
 - (a) The School agrees that all information regarding the Residential Caregiver, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:
 - (i) To the Student, the Parents or Residential Caregiver (as the case may be);
 - (ii) To any professional consultant or such person where it is in the interests of the Student to provide the information;
 - (iii) Pursuant to any statutory or other legal duty.
 - (b) The Parents agree that if behaviours or conditions of the Student emerge after placement with a Residential Caregiver such that the Residential Caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement.
 - (c) The Parents or the Student 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 in relation to the Student's placement with a Residential Caregiver.
 - (d) Under the Privacy Act 1993, any information collected may be provided to education authorities.
 - (e) These terms and conditions may be varied by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.
4. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):
 - (a) Charge the Parent such fees as required to adequately compensate for additional requirements due to providing misleading information or the lack of disclosure; or
 - (b) Terminate this Agreement.
5. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
 - (a) the Residential Caregiver and the School entering into a Residential Caregiver Agreement; and
 - (b) the School's usual requirements and policies in relation to the Accommodation.
6. The School will ensure that to the best of its ability:
 - (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
 - (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
 - (c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the School;
 - (d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student

of such laws), and will immediately report any possible legal breach to the School; and

- (e) The Student only engages in lawful, responsible and positive recreational activities outside of School.
7. Unless otherwise agreed in writing by the parties, the Parents provide consent to the Student's Homestay or Residential Caregiver (where applicable) for the Student to undertake supervised leisure travel and overnight stays within New Zealand for a period of not more than seven days where the leisure travel or stay does not involve the Student participating in any adventure activities or extreme sports or result in the Student missing any scheduled school days.
8. The School will seek specific written consent from the Parents for leisure travel or overnight stays of more than seven days or results in the Student missing any scheduled school days.
9. The Student shall seek specific written consent from the School before the Student, being a Student of any age, participates in any activities while in the care of the Student's Homestay or Residential Caregiver (where applicable) which are considered to be adventure activities or extreme sports. The School shall only give such Consent where approved by the Parents in terms of the Contract of Enrolment.
10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular check-ins with both the Student and the Residential Caregiver.
11. Unless otherwise agreed in writing, the Student will be entitled to commence their Homestay at the Accommodation 5 days prior to the Period of Enrolment (as that term is defined in the Contract of Enrolment) commencing and 5 days following the end date of the Period of Enrolment (as that term is defined in the Contract of Enrolment). Should this Agreement be terminated prior to the expiry of the Period of Enrolment the Student will be required to vacate the Accommodation immediately. The School may, at its sole discretion, and without any obligation on it to do so, extend the time for the Student to vacate the Accommodation. Any such extension shall be given in writing and shall be without prejudice to the School's right to later insist that the Student immediately vacate the Accommodation.

Expectations

12. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
13. In the event that the Student is removed from a Residential Caregiver for any reason, the School will take all reasonable steps to source, over a reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.
14. The Student will treat the Accommodation with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.

Fees

15. The Parents must pay all accommodation fees to the School in accordance with the School's fee schedule as defined in the applicable Contract of Enrolment.

Termination

16. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
17. If the Student is suspended, expelled or excluded from the School, the parties agree that this shall constitute a breach of the Accommodation Requirements and this Agreement may be terminated as a consequence.
18. Where this Agreement is terminated, fees may be refunded in accordance with School Policies.

General

19. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents irrevocably:
 - (a) submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (b) 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 forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
20. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be deemed to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be deemed to have been received when acknowledged by the party or by return email.
21. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
22. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.

Disputes

23. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.

Signing

24. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission.

Accommodation Requirements

(Schedule One)

While living in a School approved Homestay, the Student agrees:

1. To comply with all laws of New Zealand.
2. Not to engage in any social or leisure activities that may place them, other persons, in undue danger or risk of harm. This includes the Student putting himself / herself in a position which may give rise to suspicions or allegations of such activities.
3. To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments.
4. To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents, including without limitation, any policies of the School which apply.
5. To not use or do anything which may cause damage to the Accommodation, including without limitation, applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.
6. To keep the Homestay parents informed of their whereabouts at all times.
7. To stay at the Homestay address daily and not to travel overnight outside of the town or city (as defined by the School) where the student is living without prior written permission of the School. This clause shall not prevent the Student travelling between the Homestay and the School.
8. To respect the privacy, values and property of the Homestay.

SIGNING

Parents

By signing below, the Parents confirm that they have read the Agreement and agree to be bound by it in all respects (initial each page):

Name(s): _____

Signature(s): _____

Date: _____

School

By signing below, the authorised signatory of the School confirms that they are authorised to sign on behalf of the School, and confirms that the School will be bound by the Agreement in all respects:

Name: _____

Signature: _____

Date: _____

PART FOUR:

PLEASE COMPLETE THE DESIGNATED CAREGIVER AGREEMENT ONLY IF THE STUDENT WILL BE LIVING WITH A DESIGNATED CAREGIVER WHILE ENROLED AT THE SCHOOL.

DESIGNATED CAREGIVER AGREEMENT (Required when placing a student with a Designated Caregiver)

This is an agreement between the Parent/s, the Designated Caregiver and the School (the **Agreement**).

School Name: _____ (the **School**)

Student's Name: _____ (the **Student**)

Mother's Name: _____

Father's Name: _____ (together the **Parents**, each a **Parent**)

Name of relative
or close family friend: _____ (the **Designated Caregiver**)

Address: _____ (the **Residence**)

AGREEMENTS

1. The Parents are party to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are deemed to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver will provide residential care for the Student while enrolled as an international student at the School.
3. The School has provided, and the Designated Caregiver has read and understood, the sections of the Education (Pastoral Care of International Students) Code of Practice 2016 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
4. The School agrees that all information regarding the Designated Caregiver relating to the Agreement will be kept confidential, except disclosure to the Student or their parents or their legal guardians, to any professional consultant or such person where it is in the interests of the Student to provide the information or pursuant to any statutory or other legal duty.
5. Approval is required from the School prior to the Student's placement with the Designated Caregiver.
6. The Designated Caregiver agrees that approval will be provided only after appropriate safety and other checks have been completed by the School in accordance with the Code and school policies.
7. Failure by the Designated Caregiver to provide the residential care required by the School and the Code may result in the school's approval of the Designated Caregiver being withdrawn.
8. In the event the school withdraws its approval of the Designated Caregiver, the Agreement is terminated and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parents.
9. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the Designated Caregiver and this may include, without limitation, regular visits to the Designated Caregiver and meetings with both the Student and the Designated Caregiver.
10. The Designated Caregiver will provide the School with fourteen days (14) days prior notice of any change in circumstances that may affect the Agreement. This includes any change of Residence or any change to the number of adults over eighteen (18) years of age living at the Residence.
11. The Parent/s agree that the School is not responsible for the Student's care while in the care of the Designated Caregiver.
12. The Student will treat the accommodation provided by the Designated Caregiver ("Accommodation") with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.
13. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.
14. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission

SIGNING

By signing this agreement the Student, the Parent/s and the Designated Caregiver declare that the Designated Caregiver is eligible to be a Designated Caregiver under the Code (being someone who is personally known to the Student and/or Parent(s) as a relative or close friend and meets the other requirements of the Act and the Code).

PARENT/S:

By signing below, the Parent/s confirm that they have read the Agreement and agree to be bound by it in all respects: (please initial each page)

Name: _____ Signature: _____

Name: _____ Signature: _____

Date: _____

DESIGNATED CAREGIVER:

By signing below, the Designated Caregiver confirms they have read the Agreement and agrees to be bound by it in all respects:

Name: _____ Signature: _____

Date: _____

SCHOOL:

By signing below, the authorized signatory of the School confirms that they are authorized to sign on behalf of the School and confirms that the School will be bound by the Agreement in all respects:

Name: _____ Signature: _____

Date: _____



Balmoral School Additional Information



This information is used to help us understand your child's needs. Whilst completion is optional the more you are able to tell us, the better we are able to understand your child and meet their educational needs.

Student's Name _____
(First Name) *(Last Name)*

What is your child good at and do they have any particular talents?

Academic:

Social:

Sport / Cultural / Arts:

Other:

Do you have any concerns about your child?

Academic:

Social:

Sport / Cultural / Arts:

Other:

What are your child's interests?

What do you want Balmoral School to do for your child?

Why did you choose Balmoral School for your child?

Family Background

What religion does your child follow?

What special ceremonies does your family celebrate?

Is there any food your child is not allowed to eat?

Any other information:

Previous Schooling

How old was your child when he/she started school?

Name of last School: _____

Town/City/Country: _____ Duration: _____

List any other schools your child has attended & duration:

Languages

What language / languages do you speak at home?

What languages can your child understand?

What languages can your child speak?

What languages can your child write?

What languages can your child read?

What languages can the parents speak?

What languages can the parents write?

Are you able and willing to come into school and help? **Yes** **No**

Parent reading / In class parent help/ knowledge skills from your job to share with students?



CYBERSAFETY AT BALMORAL SCHOOL

Cybersafety Use Agreement For Primary/Intermediate Students

This document is comprised of this cover page and three sections:

Section A: Introduction

Section B: Cybersafety Rules for Primary / Intermediate Students

Section C: Cybersafety Use Agreement Form.

Instructions for parents*/caregivers/legal guardians

1. Please read sections A and B carefully. If there are any points you would like to discuss with the school, let the classroom teacher know as soon as possible.
2. Discuss the cybersafety rules with your child.
3. Sign the use agreement form (Section C) and return that page to the classroom teacher.
4. Please keep Sections A and B for future reference.
5. Bring Your Own Device is for Year 5 to 8 only.

*** The term 'parent' used throughout this document also refers to legal guardians and caregivers.**

Important terms used in this document:

- (a) The abbreviation '**ICT**' in this document refers to the term 'Information and Communication Technologies'
- (b) '**Blogs**' are used in each whanau group at Balmoral as a means to communicate learning, ideas and opinions of our students to a wider audience. This is a web based site and is open to all viewers.
- (c) '**Cybersafety**' refers to the safe use of the Internet and ICT equipment/devices, including mobile phones
- (d) '**School ICT**' refers to the school's computer network, Internet access facilities, computers, and other school ICT equipment/devices as outlined in (e) below
- (e) The term '**ICT equipment/devices**' used in this document, includes **ALL/ANY** device which has the ability to take pictures, connect to the internet, make phone calls or send text messages.
- (f) '**Objectionable**' in this agreement means material that deals with matters such as sex, cruelty, or violence in such a manner that it is likely to be injurious to the good of students or incompatible with a school environment. This is intended to be inclusive of the definition used in the Films, Videos and Publications Classification Act 1993.
- (g) '**Bring Your Own Device**' (**BYOD**) refers to personal devices such as an iPad or Android tablet, or chromebook used at Balmoral School during class time to support classroom learning. **This is an option at levels Year 5-8 only.**

SECTION A

Introduction

The measures to ensure the cybersafety of Balmoral School outlined in this document are based on our core values.

The school's computer network, Internet access facilities, computers and other school ICT equipment/devices bring great benefits to the teaching and learning programmes at Balmoral School, and to the effective operation of the school.

Our school has robust cybersafety practices in place, which include cybersafety use agreements for all school staff and students.

The overall goal of the school in this matter is to create and maintain a cybersafety culture, which is in keeping with the values of the school, and legislative and professional obligations. This use agreement includes information about your obligations, responsibilities, and the nature of possible consequences associated with cybersafety breaches, which undermine the safety of the school environment.

All students will be issued with a use agreement and once signed consent has been returned to school, students will be able to use the school ICT equipment/devices.

The school's computer network, Internet access facilities, computers and other school ICT equipment/devices are for educational purposes appropriate to the school environment. This applies whether the ICT equipment is owned by the student or by the school, and used on or off the school site.

If students have signed this form and wish to take part in BYOD there are strict guidelines around this. Devices must be left in the classroom during the school day (unless used in lunchtime teacher guided clubs) and are only used during class time to support learning. Balmoral School provides a locked space for the devices, but students are fully responsible at all other times to abide by our cyber-safety agreement and in taking care of their device.

The school may monitor traffic and material sent and received using the school's ICT network. The school may use filtering and/or monitoring software to restrict access to certain sites and data, including email.

The school may audit its computer network, Internet access facilities, Bring Your Own Device computers/tablets (BYOD), computers and other school ICT equipment/devices or commission an independent forensic audit.

SECTION B

Rules to help keep Balmoral School Students Cybersafe

As a safe and responsible user of ICT I will help keep myself and other people safe by following these rules

1. I cannot use any ICT equipment until my parent(s) and I have signed my use agreement form (see last page) and the completed form has been returned to school.
2. I can only use the computers, my BYOD and other school ICT equipment for my schoolwork.
3. If I am unsure whether I am allowed to do something involving ICT, I will ask the teacher first.
4. If I have my own username, I will log on only with that username. I will not allow any other student or person to use my username.
5. I will not tell any other student or person my password.
6. Parents and caregivers may be able obtain their child's passwords from the school as deemed necessary by the Principal.
7. I can only go online or access the Internet at school when a teacher gives permission and an adult is present.

8. I understand that I must not, at any time, use the Internet, email, mobile phones or any ICT equipment to be mean, rude, offensive, or to bully, harass, or in any way harm anyone else connected to our school, or the school itself, even if it is meant as a 'joke'.

9. While at school, I will not:

- Attempt to search for things online I know are not acceptable at our school. This could include anything that is rude or violent or uses unacceptable language such as swearing
- Make any attempt to get around, or bypass, security, monitoring and filtering that is in place at our school.

10. If I find anything mean or rude or things I know are not acceptable at our school on any ICT, I will:

- Not show others
- Get a teacher straight away.

11. I understand that I must not download or copy any files such as music, videos, games or programmes without the permission of a teacher. This is to ensure we are following copyright laws.

12. I must have agreed to all points of this form and been granted this privilege by my teacher before I bring any ICT equipment/device (BYOD) from home. This includes tablets, chromebooks, USB drives and any other device that takes pictures and can connect to the internet .

13. I understand that Balmoral staff can at any time refuse and remove the right to using ICT devices based on the neglect of any part of this agreement.

14. I will not connect any device (such as a USB drive, camera or phone) to school ICT or run any software, without a teacher's permission. This includes all wireless technologies.

15. The school cybersafety rules apply to any ICT brought to school – personal mobile phones brought onto school grounds are included in this agreement.

16. I will ask my teacher's permission before giving out any personal information online. I will also get permission from any other person involved.

Personal Information includes:

- **Name**
- **Address**
- **Email address**
- **Phone numbers**
- **Photos/Videos**

17. I will respect all school ICT and will treat all ICT equipment/devices with care. This includes:

- Not intentionally disrupting the smooth running of any school ICT systems
- Not attempting to hack or gain unauthorised access to any system
- Following all school cybersafety rules, and not joining in if other students choose to be irresponsible with ICT
- Reporting any breakages/damage to a staff member.

18. I understand that if I break these rules, the school may need to inform my parents. The school may take disciplinary action and behaviour management practices will be put in place. I also understand that my family may be charged for repair costs.

SECTION C

Balmoral School Primary/Intermediate Cybersafety Use Agreement Form

To the parent/caregiver/legal guardian, please:

1. **Read this page carefully** to check that you understand your responsibilities under this agreement
1. **Sign the appropriate section on this form**
2. **Detach and return this form to the classroom teacher**
3. **Keep the document for future reference**, as well as the copy of this signed page which the school will provide.

I understand that Balmoral School will:

- Do its best to enhance learning through the safe use of ICT. This includes working to restrict access to inappropriate, illegal or harmful material on the Internet or school ICT equipment/devices at school, or at school-related activities
- Provide a lockable area (eg classroom) for my child to store their BYOD during the school day.
- Work progressively with children and their families to encourage and develop an understanding of the importance of cybersafety through education designed to complement and support this Use Agreement Initiative. This includes providing children with strategies to keep themselves safe in Cyberspace
- Keep a copy of this signed use agreement on file
- Respond to any breaches in an appropriate manner
- Welcome enquiries from parents or students about cybersafety issues.

My responsibilities include:

- I will read this cybersafety use agreement document
- I will discuss the information with my child and explain why it is important
- I will return the signed agreement to the classroom teacher
- I will support the school's cybersafety programme by encouraging my child to follow the cybersafety rules, and to always ask the teacher if they are unsure about any use of ICT
- I will contact the principal or school cybersafety manager to discuss any questions I might have about cybersafety and/or this use agreement and I am welcome to do this at any time.
- My child or I will advise the teacher of the intention to take part in bring your own device (BYOD) to support learning.
- My child will be responsible in their use of and taking care of their own device (BYOD – Year 5-8).

Please detach and return this section to school – students without consent will be unable to use ICT's at school.

Blogs and Newsletters are used at Balmoral School as part of sharing learning. The links can be found on our school website under the 'Students' tab; photos and video of the students are often used.

I agree to provide permission for my child's images to be used on our school sites and newsletters. *Please circle.*

YES NO

I have read this cybersafety use agreement and I am aware of the school's initiatives to maintain a cybersafe learning environment, including my child's responsibilities.

Name of student: Student's signature:

Name of parent/caregiver/legal guardian:

Parent's signature: Date: