
**ST PATRICK'S COLLEGE SILVERSTREAM
BOARDING SCHOOL
Enrolment Form and
Terms & Conditions**

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"Applicants" mean the Parents or Legal Guardians of the Student for whom they make application for enrolment in St Patrick's College Silverstream Boarding School in terms of this agreement.

"Boarding School" means St Patrick's College Silverstream Boarding School owned by Silverstream College Board of Proprietors.

"College" means St Patrick's College Silverstream.

"Handbook" means the Parents and Caregivers Boarding School Information Handbook.

"Parents" means the Parents or Legal Guardians of the Student.

"Rules" means the Boarding School Rules as contained in the Parents and Caregivers Boarding School Information Handbook, which may be amended from time to time.

"Silverstream College Board of Proprietors" means the owner of the Boarding School which is non-integrated and the adjoining integrated school known as St Patrick's College Silverstream and includes its servants and authorised agents including the Boarding School Manager.

"Son" means the son of the Applicants being his parents and where the Applicants are the legal guardians of the Student for the purposes of this agreement they are included in this definition.

"Student" means the son of the Applicants as his parents or the Student's legal guardians as the Applicants.

- 1.2 **Interpretation:** In this agreement, unless the context otherwise requires clause headings appear as a matter of convenience and shall not affect the construction of this agreement;

2. APPLICATION FOR ENROLMENT AT BOARDING SCHOOL

2.1 Student Information:

Student's Full Name:	_____	
	<i>Christian Names</i>	<i>Surname</i>
Preferred name:	_____	
Date of Birth:	_____	
International Student:	Yes/No	
Passport No:	_____	Visa Expiry Date: _____
Nationality:	_____	Religion: _____
Boarding Start date:	_____	Starting Year Level: _____

Postal Address: _____	
Home Phone: () _____	Work () _____
Email Address: _____	Mobile: _____
Relationship to Student (i.e. Uncle, Friend, etc): _____	

2.5 **Communication**

<p>INVOICES/ACCOUNTS to be sent to: <i>(please circle)</i> _____</p> <p>Father, Mother, Guardian, Other _____</p> <p>REPORTS to be sent to: <i>(please circle)</i> _____</p> <p>Father, Mother, Guardian, Other _____</p> <p>NEWSLETTERS to be sent to: <i>(please circle)</i> _____</p> <p>Father, Mother, Guardian, Other _____</p> <p>Newsletters will be sent by email to the addresses specified in clause 2.3 and 2.4.</p>
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2.6 **Personal Information**

<ul style="list-style-type: none"> In a separated family, who has legal custody of the Student? Please circle Joint Mother Father Other _____ Are there special family circumstances St Patrick's College, Silverstream Boarding School Management and Staff should be aware of: e.g. family court orders, access arrangements? Yes/No If Yes please specify _____ Does the Student have their own personal and/or medical insurance Yes/No If Yes please specify _____ Does the Student suffer any physical or mental disability which may affect his full participation in Boarding life? Yes/No If Yes please specify _____
3. BOARDING SCHOOL MANAGEMENT AND CONTROL

- 3.1 **Care and Safety of Students:** St Patrick's College, Silverstream Boarding School seeks to ensure at all times the highest quality of care and safety for the Student as a boarder in the Boarding School. Like all families living in close quarters for lengthy periods it is necessary to put in place sound ground rules to ensure harmonious living. St Patrick's College, Silverstream Boarding School Management and Staff will be acting "In loco parentis" for the Student. Silverstream College Board of Proprietors require that the Student must accept and obey all the lawful and reasonable instructions given by the Boarding School Management and Staff.
- 3.2 **Boarding School Rules, Handbook and Policies:** The Rules, Boarding House Policy Statements and guidelines contained in the Handbook for Students who are boarders in the Boarding School are binding and enforceable against the Student and form part of this Agreement. The Rules, Handbook and Boarding House Policy Statements are not exhaustive and may be amended from time to time by Silverstream College Board of Proprietors acting through the Boarding School Management and will be notified to Applicants and Students. Students are responsible for ensuring they are familiar with the Rules, guidelines contained in the Handbook and Boarding House Policy Statements. The current Handbook contains the current guidelines and Boarding School Rules and should be referred to. Copies of the Rules, Handbook, Boarding School Policy Statements are available from the Boarding School Management. **The Boarding School Rules include but are not limited to:**

- (a) **Instructions:** Students must obey all the lawful and reasonable instructions of the Boarding School Management and Staff and their duly authorised agents.
- (b) **Drugs and Alcohol:** Students are not permitted to smoke, consume alcohol, or use illegal drugs at any time.
- (c) **Property:** Students will respect the personal and property rights of others in the Boarding School.
- (d) **Leave:** Students will follow all weekend leave requirements as specified from time to time by the Boarding School Management and Staff.
- (e) **Language:** Students must refrain from using foul or inappropriate language within the Boarding School and its environs.
- (f) **College Grounds:** Students will remain on the St Patrick's College Silverstream property including the Boarding School unless Boarding School Management or Staff have granted permission to leave.
- (g) **Dress Code:** Students must follow the St Patrick's College, Silverstream Boarding School dress code.
- (h) **Internet:** Students are not permitted to access, store or send material through the internet which is offensive (including pornographic), dangerous, inappropriate or illegal at St Patrick's College Silverstream or in the Boarding School. These restrictions also extend to include portable electronic equipment which includes by way of example tablets, lap tops and cell phones.
- (i) **Code of Conduct:** Students will respect the St Patrick's College Silverstream Code of Conduct.

3.3 **Breach of Rules:** If a Student breaches the Rules, guidelines contained in the Handbook or Boarding School Policy Statements, the following consequences may be imposed on behalf of the Silverstream College Board of Proprietors by the Boarding School Management or Staff:

- (a) Verbal censure/counselling;
- (b) Withdrawal of privileges;
- (c) Withdrawal of leave;
- (d) In-house suspension;
- (e) Stand-downs; and/or
- (f) Exclusion from the Boarding School.

The consequences for breach of the Rules, guidelines contained in the Handbook or Boarding School Policy Statements are not exhaustive and may be amended from time to time by Silverstream College Board of Proprietors or the Boarding School Management and notified to the Students.

The Boarding School Rules and consequences for breaches of those Rules are determined at the complete discretion of the Silverstream College Board of Proprietors or the Management of the Boarding School. The consequences for breaches of the Rules may be imposed in the sole judgement of Silverstream College Board of Proprietors or the Management of the Boarding School and represent an essential term of the residence of the Student as a Boarder in the Boarding School.

- 3.4 **Disciplinary Issues:** In the event of any disciplinary issues arising as a result of a breach or alleged breach of the Rules for the Boarding School then Silverstream College Board of Proprietors and/or the Management of the Boarding School shall establish a formal process for the consideration and resolution of the issues generally in accordance with the processes and procedures as outlined in "**St Patrick's College Silverstream Boarding School Grievances and Complaints Procedures for Parents, Students, and Staff**" and other relevant Boarding School Policy Statements.

- 3.5 **Health and Safety:** Students must:

- (a) Take reasonable care for their own health and safety;
- (b) Take reasonable care that his acts or omissions do not adversely affect the health and safety of other persons including other students, staff and the Management of Boarding School;
- (c) Advise a staff member of any hazard or risk which a Student becomes aware of at the Boarding School;
- (d) Comply with any reasonable instruction given by any member of the staff or the Management of the Boarding School in order to allow the Boarding School to comply with its obligations under the Health and Safety at Work Act 2015.

4. BOARDING SCHOOL OFF-SITE ACTIVITIES FOR STUDENTS

- 4.1 **Recreational Life for Students:** At St Patrick's College Silverstream Boarding School we want to create a boarding environment that enables Students to enjoy a recreational life as close as possible to that provided in their own home. As an institution however, we carry a high level of responsibility and accountability for the safety of Students similar to the role of parents. We must accord to the level of "reasonable parents" not "ordinary parents". This naturally leads us to feel cautious in what we can permit Students to do. This is from an endeavor to strike a balance between yours and our responsibility thus preventing excessive restrictions on what your son as a student can do while a Student in the Boarding School. Please take time to consider these issues and contact the **Director of Boarding** should you have any questions or concerns.

- 4.2 **Supervised activities:** These are activities your son as a Student in a Boarding School chooses to participate in that are organized by St Patrick's College Silverstream and/or the Boarding School and supervised by St Patrick's College Silverstream and/or the Boarding School Management or Staff and/or other organizations or adults. Examples could include sporting trips, skiing and other organized weekend activities.

I/We give permission for my son to participate in Supervised Activities

(Sign)

(Parents/Guardians)

- 4.3 **Unsupervised local activities:** These are activities within Wellington's cities areas and its locality for which St Patrick's College Silverstream and/or the Boarding School Management or Staff provides no staff supervision. Examples include trips to town, across the road from the Boarding School, visiting friends and going to the movies. Unsupervised local activities excludes any overnight activities or visits for which specific permission is sought from the Parents/Guardians.

I/We give permission for my son to participate in Unsupervised Local Activities

(Sign)

(Parents/Guardians)

- 4.4 **Other unsupervised activities:** Detail here any other activities not referred to that you are happy for your son to participate in without any supervision by St Patrick's College Silverstream and/or the Boarding School Management or Staff. Examples could include tramping, mountain biking etc. (Further activities can be added by fax, email or in writing addressed to the Boarding School Management).

I/We give permission for my son to participate in Other Unsupervised Activities as follows:

(Sign)

(Parents/Guardians)

- 4.5 **Responsibility for unsupervised activities:** We understand that participation in any activity carries a degree of risk either of bodily or emotional injury or property loss. We accept full responsibility for our son when he is participating in the specified unsupervised activities including any financial cost.

- 4.6 **Control of activities:** We understand that in all instances St Patrick's College, Silverstream Boarding School Management and/or Staff have the final decision in allowing our son to participate in any activity, and that they will act prudently in this respect, and that further conditions may be added to those activities that present significant risk in their judgement.
- 4.7 **Permission for off-site excursions:** We acknowledge that our son understands that permission must be sought and granted for any off-site excursion and that conditions may apply in addition to parental/guardian consent. Our son understands that he must act within the Rules of St Patrick's College Silverstream and the Boarding School at all times and that he must not act in such a way to endanger either himself or others involved in the activities.

5. STUDENT COMPUTER AND INTERNET USE AGREEMENT

- 5.1 **Student Acknowledgement:** As a Student in the Boarding School I expressly acknowledge and understand:
- (a) **Use of Information Technology:** That the only purpose for St Patrick's College Silverstream/Boarding School computers and other Information Technology resources is to support teaching and classroom learning.
 - (b) **Safety:** That St Patrick's College Silverstream and the Boarding School will do its best to keep me safe while using global information systems such as the computer and the internet.
 - (c) **Offensive Material:** That I am not permitted to access or send material through the Internet which is offensive* (including pornographic, dangerous, inappropriate at school) or illegal*.
 - (d) **Transmission of Offensive Material:** That I am forbidden to pass on such offensive material by copying, storing or printing it.
 - (e) **Downloading:** That I am not permitted to install or download any software on St Patrick's College Silverstream/Boarding School computers.
 - (f) **Computer Modification:** That I am only entitled to plug in any external device (memory stick) to a St Patrick's College Silverstream/Boarding School computer for the purposes of backing up my work as described in the Handbook and/or Acceptable Use Agreement and I am not otherwise permitted to tamper with or rearrange anything on a St Patrick's College Silverstream/Boarding School computer without first seeking permission from a member of staff of St Patrick's College Silverstream/Boarding School Management or Staff.
 - (g) **Use of Internet/Email:** That I may use the Internet or email at St Patrick's College Silverstream/Boarding School only if the guidelines set out in the Acceptable Use Agreement are followed by me.

- (h) **Boarding School Policy Statement:** Policy No 20 on the possession and use of portable electronic equipment applies to my use of any portable electronic equipment including cellphones, lap tops and tablets.

Students: * *Please ask your teacher or Boarding School supervisor if you need any of these terms explained to you.*

- 5.2 **Information Technology:** As a Student in the Boarding School I expressly acknowledge and understand how important it is to take care of information Technology resources, such as computers and the Internet and;

- (a) Be careful with equipment and furniture.
- (b) Not to tamper with computer settings.
- (c) Respect the copyrights on software that prohibit copying.
- (d) Use only college software on college/boarding house computers.

- 5.3 **Use of Equipment:** As a Student in the Boarding School I expressly acknowledge and understand how important it is to be considerate of other users and;

- (a) Share available equipment.
- (b) Be careful not to waste computer resources, e.g. paper.
- (c) Avoid disruption of the running of any computer or network.
- (d) Take care not to scan or display graphics, record or play sounds, or type messages which could cause offence to others.
- (e) Remove immediately from the screen any material that would not be allowed at the college, which I accidentally come across, and tell the teacher/boarding supervisor right away.
- (f) Not log on as another person or give my password to anyone else to use.

- 5.4 **Privacy and Security:** As a Student in the Boarding School I expressly acknowledge and understand how important it is to be responsible for privacy and security and;

- (a) I will not give anyone on the Internet information about myself or anyone else – this includes address, phone number, photograph or credit card information.
- (b) I will tell the teacher/boarding supervisor if I come across a virus or security problem.

5.5 Student Acknowledgement of Computer and Internet Use Agreement:

- (a) **I have read this agreement relating to the "Student Computer and Internet Use" and know the importance of St Patrick's College Silverstream and the Boarding School Rules for the use of computers, portable handheld electronic equipment, i.e. Laptops, Ipods etc and the Internet.**
- (b) **I know that if I break these Rules, I might lose the right to use a St Patrick's College Silverstream/Boarding School computer and my own personal equipment and I may be charged for any damage incurred through inappropriate use and the Boarding School may take other disciplinary action against me, which could include my removal from any course, that involves computer use, and I may not be able to have access to my personal equipment for a time determined by the Dean of the Boarding School.**

Student Name: _____ Year Level: _____ Date: _____ Student's Signature: _____
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6. PARENTS/LEGAL GUARDIAN ACKNOWLEDGEMENT STUDENT COMPUTER AND INTERNET USE AGREEMENT

- 6.1 **Understand agreement:** I/We have read this agreement relating to "Student Computer and Internet Use" and understand that my son is responsible for using St Patrick's College Silverstream and the Boarding School equipment and Internet as outlined.
- 6.2 **Explained agreement to Son:** I/We have gone through the agreement with my son and explained it's importances, and that there may be consequences for breaking the agreement.
- 6.3 **Internet responsibility:** I/We understand while St Patrick's College Silverstream/Boarding School will do its best to restrict student access to offensive, dangerous, inappropriate or illegal material on the Internet or through email, it is our son's responsibility to have no involvement in such material.

- 6.4 **I/We give permission for our son to be given access at St Patrick's College Silverstream/Boarding School to global information systems such as the Internet or email.**

Parent/Legal Guardian/New Zealand Contact:

Please print name in full

Signature of Parent/Legal Guardian/New Zealand Contact:

Parent/Legal Guardian/New Zealand Contact:

Please print name in full

Signature of Parent/Legal Guardian/New Zealand Contact:

Date: _____

If you would like to discuss this document or need help with translation, please contact St Patrick's College Silverstream Office.

7. PRIVACY ACT 1993

- 7.1 **Privacy Act 1993:** The information supplied in this agreement is subject to the Privacy Act 1993. We wish to advise the following:
- (a) The information is being collected to determine eligibility for enrolment at St Patrick's College, Silverstream Boarding School.
 - (b) The information will be stored in the Boarding School Office and only Boarding School Staff and other authorised persons will have access to the information.
 - (c) You have the right to access this information and ask for correction if it is factually wrong.
- 7.2 **Information sharing:** In order to protect your son's health and safety, and enhance his learning opportunities, we seek your consent to share the information with third parties.
- 7.3 **We consent to the personal information supplied in this agreement and any supplementary information that is provided may be made available by the Boarding School to health providers, (nurses, doctors, dentists, hospitals), the Ministry of Education, New Zealand Qualification Authority, other state agencies at the discretion of St Patrick's College, Silverstream Boarding School Management.**

Students Name: _____

Signature of Student: _____

Signature Parent/Legal Guardian/New Zealand Contact:

Signature of Parent/Legal Guardian/New Zealand Contact:

Date: _____

8. TERMS AND CONDITIONS FOR ENROLMENT IN BOARDING SCHOOL

8.1 **Enrolment approval:** Silverstream College Board of Proprietors acting in reliance on the information provided in this agreement by the Applicants as the Parents/Legal Guardians of the Student, and the Student approve the enrolment of the Student as a boarder at the Boarding School. The enrolment of the Student in the Boarding School is on the following terms and conditions:

- (a) **Enrolment – School Year:** The effective date of enrolment of the Student in the Boarding School, for the minimum period of three years for the St Patrick's College Silverstream school year is:

Commencement Date of School Year for Enrolment of Student ("Effective Date of Enrolment")

- (b) **Minimum Period of enrolment in Boarding School:** Unless otherwise agreed in writing, it is an essential term and condition of the enrolment of the Student in the Boarding School that the enrolment is for a minimum period of three years calculated from the effective date of enrolment of the Student in the Boarding School;

- (c) **Boarding School Fees:** Boarding School fees for the school year one are:

\$_____ **per annum (Plus GST)**

\$_____ **per term (Plus GST)**

and payable:

- (i) For New Zealand Resident Students, Boarding School fees are payable by the School Term and must be paid one week prior to the start of each school term unless otherwise agreed by

the authorised signatory of the Silverstream College Board of Proprietors;

- (ii) For International Students Boarding School fees (and fees payable to St Patrick's College Silverstream) are payable for the school year in advance, to the Boarding School;
 - (iii) Any variation to the terms of payment of Boarding School fees must be in writing and signed by the authorised signatory of the Silverstream College Board of Proprietors and the Applicants;
 - (iv) Where the Silverstream College Board of Proprietors has agreed that Boarding School fees for New Zealand Resident Students may be paid by instalment under an agreed payment plan, unless otherwise agreed in writing, all Boarding School fees due for a school term must be paid in full within that school term;
 - (v) Boarding School fees are subject to annual review by the Silverstream College Board of Proprietors. Any change in Boarding School fees will be notified in writing to the Applicants.
- (d) **Liability for Boarding School Fees:** The Applicants as the Parents/Legal Guardians of the Student are liable for the payment of all the Boarding School fees for the minimum period of enrolment of three years under this Agreement, in addition to their liability for payment of all other fees and expenses of the Student as specified in this agreement.
- (e) **Funding Assistance:** The Silverstream College Board of Proprietors may offer funding assistance to Students. The funding assistance is reviewable on a term by term basis and can be withdrawn for any Student at the end of the current term at the discretion of the Director of Boarding. The Applicants remain responsible for all Boarding School fees for the remaining term if a Student's funding assistance is withdrawn under this clause.
- (f) **Enrolment at College:** That the Student who is enrolled at the Boarding School must concurrently apply for and be accepted for enrolment to attend St Patrick's College Silverstream in accordance with the current Enrolment Scheme of the College.

8.2 **Overdue Accounts:**

- (a) **Overdue accounts - penalty:** The Boarding School reserves the right to charge a monthly penalty fee (which may be charged pro rata) on overdue accounts from the date an account becomes overdue until it is paid in full.
- (b) **Overdue accounts - recovery:** The Boarding School reserves the right to recover all costs including debt recovery, legal fees and all other expenses incidental to the recovery of overdue accounts.

- (c) **Removal from Boarding School:** If a Student's Boarding School fees (including penalties and recovery costs) are overdue for more than one school term (e.g. if Term 1 fees are not paid by the end of Term 2), the Silverstream College Board of Proprietors may terminate the Student's right to board at the Boarding School under this Agreement. In the event of the Student's right to board being terminated for failure to pay Boarding School fees, the Applicants shall remain liable for all unpaid Boarding School fees payable for the balance of the three year enrolment period.

8.3 **Further Terms and Conditions of Enrolment in Boarding School:**

- (a) **Notice of withdrawal of Student from Boarding School:** That one term's prior notice in writing of the withdrawal of a Student from the Boarding School must be given by the Applicants being the Parents/Legal Guardians of the Student to the Boarding School before a Student at the Boarding School is withdrawn. The Parents/Legal Guardians of the Student shall pay one week prior to the Student's withdrawal, all of the Boarding School fees of the Student payable for the remaining minimum enrolment period of three years and all other fees and expenses of the Student as specified in this agreement. In exceptional circumstances previously approved in writing by the Rector, acting on behalf of the Silverstream College Board of Proprietors, the minimum period of notice of withdrawal of the Student from the Boarding School may be reduced.
- (b) **Cash requirements:** Parents/Legal Guardians are required to ensure that the Student has sufficient funds in his bank account to cover cash requirements.
- (c) **Transport costs for Students:** The Boarding School is not responsible for provision of transport and transport costs for Student boarders to and from travel departure and arrival points, or incidental travel connected with Student boarders, various extra-curricular, co-curricular or general recreational or sport activities e.g. sports representative trainings, private sports lessons etc. All these costs are the sole responsibility of the Student, Parents/Legal Guardians of the Student.
- (d) **Information:** If information supplied in this agreement by the Parents/Legal Guardians of the Student or by the Student is false, misleading or omitted it may result in the agreement being cancelled by the Boarding School and the Student's enrolment in the Boarding School being terminated.
- (e) **Boarding School Exclusion:** In the event of the Student being excluded from the Boarding School for breach of the Rules, no part of the Boarding School fees already due and/or paid in respect of the term in which the exclusion occurs, shall be refunded or compensated for in any way by the Boarding School. The Applicants shall be liable for all unpaid Boarding School fees payable for the balance of the minimum three year enrolment period.

- (f) **Boarding School Fees Payment:** The Boarding School fees are a separate charge from Attendance Dues and any other payment requested by the College.
- (g) **Consequences of voluntary withdrawal:** The Board of St Patrick's College Silverstream is entitled to review a Student's enrolment at the College (day school) operations under sections 11O and 11OA of the Education Act 1989 if that Board believes a Student who has voluntarily withdrawn from the Boarding School used the Boarding School as a temporary residence for the purpose of gaining enrolment at the day school.
- (h) **Payment of all other invoices:** The Applicants will pay all invoices issued for expenses other than Boarding School Fees within seven (7) days of the date of issue of invoices.

9. ACCEPTANCE OF AGREEMENT

- 9.1 We have read, understood and consent to all of the terms and conditions set out in this Boarding School agreement between Silverstream College Board of Proprietors, the Applicants as the Parents/Legal Guardians of the Student and the Student.
- 9.2 **We understand that if the Agreement is not signed and returned to the Silverstream College Board of Proprietors before our Son commences his enrolment at the College, we are deemed to have accepted this Agreement and its obligations in full.**

Signature Parent/Legal Guardian/New Zealand Contact:

Signature of Parent/Legal Guardian/New Zealand Contact:

Signature of Student: _____

At: _____

Date: _____

SIGNATURES

**SIGNED by SILVERSTREAM
COLLEGE BOARD OF PROPRIETORS**

by its authorised Agent

Rector of St Patrick's College
Silverstream in the presence of:



Rector St Patrick's College Silverstream



Signature of witness

Personal Assistant to the Rector

Occupation

Lower Hutt

City/town of residence

SIGNED by
in the presence of:

Parent/Legal Guardians

Signature of witness

Occupation

City/town of residence