



Terms and Conditions

Conditions Governing Enrolment and Attendance at St Margaret's College

1. Application Fee

A non-refundable application fee of \$200 must accompany all applications for enrolment. This is waived for descendants of the following St Margaret's Old Girls – sister, mother, aunt, grandmother or great-grandmother.

2. Acceptance Fee

An acceptance fee of \$1,600 must be paid at the time that the student's entry to the College is accepted; this is non-refundable for any reason. This fee, along with a signed Direct Debit form, secures your daughter's place and provides her with the benefits of a lifetime membership of the St Margaret's College Old Girls' Association. This sum is payable in addition to fees and any other costs appropriately charged by the College.

3. School Fee Payments and Accounts

College fees and all other accounts are due and payable in advance either by annual payment or by direct debit within one month of receipt of the account, regardless of arrangements between parents and/or third parties, from a nominated bank account in accordance with the College's standard direct debit mandate form. The Trust Board reserves the right to review fees including sundry charges and concessions and the terms of trade annually and will notify these changes by email as part of the year-end mail out to parents and by publication through School's website fees page. (stmargarets.school.nz/enrol/fees)

The St Margaret's College Trust Board has the right to charge interest and late payment fees on overdue accounts. This interest will be set at 5% above the overdraft rate set by the College bankers. Late payment fees will be charged at \$150 per account, per month until the account is paid in full. Interest will be

calculated from the date payment is due until the date payment is made. Where accounts remain unpaid and no satisfactory arrangement has been made as to their payment, the Trust Board has the right to demand a minimum of one term's fees in advance. Where necessary the Trust Board will recover all reasonable fees, legal expenses and collection costs if it becomes necessary to engage a collection agency or Solicitor to obtain payment of an overdue account. The Trust Board also has the right to require your daughter's withdrawal from the College where an account remains unpaid.

4. Notice of Withdrawal from the College or Change of Status

One whole full term's written notice of intention to withdraw the student from the College or change status, i.e. boarder to day girl, is required and all fees and other costs incurred or committed over the notice period must be paid. Where insufficient notice is given, the enrolment will be deemed to continue until such time as the term's notice has been given, unless one term's tuition fee and/or boarding fee as applicable, is paid in lieu of notice, in addition to the fees and other costs due for the remainder of the term in which the student is withdrawn. Students cannot be withdrawn from boarding for Term 4, except for reasons of family relocation or the student is withdrawing from the School. No fees or other costs will be refundable where the student does not start or does not complete a full term.

5. Attendance

The College requires punctual and regular attendance from all students. Lateness or absence must be explained in writing on the day of the student's return. Leave from College during the

term must be applied for in writing beforehand, and is granted at the discretion of the Head of School and/or the Executive Principal.

6. Standards of Conduct

Both the students and parents are subject to all policies, procedures, handbooks and disciplinary code of the College. The College has the right to require the suspension or withdrawal of the student for any act or omission that is in breach of the above. The College has the right to update these policies, procedures and handbooks from time to time without notice. Where a student is suspended for any of the above reasons then no fee reduction will be allowable for the period of suspension.

The College reserves the right, subject to applicable laws, to monitor the student's email communication and internet use for the purpose of ensuring compliance with the College's Student IT Use Agreement, which may be updated from time to time without notice.

7. Integrity of the College

The College will always have regard to the interests of the students and the College as a whole, as well as the interests of any individual student. The College has the right to require the withdrawal of a student, where in the opinion of the Trust Board, it is reasonable to do so.

8. Disclaimer of Liability

The College will ensure, as far as reasonably practicable, the health and safety of students in compliance with the Health and Safety at Work Act 2015. Students must comply with reasonable instructions issued by the College to protect the health and safety of all students and staff. The students also have a responsibility to take reasonable care for their own health and safety.

9. Medical

Where a health risk or possible health risk is presented by others to your daughter or by your daughter to others, or because of a virus, pandemic or epidemic, students are required to remain at home until such time as the health risk has been averted. The College will be guided by the Ministry of Education and Ministry of Health guidelines, The College will continue to provide its teaching and learning services through remote or online services.

10. Religious Tuition and Observance

Attendance at religious tuition and observance is compulsory. Should the parent or guardian not wish the student to attend religious instruction or observance, an application for exemption must be made in writing to the Executive Principal.

11. Boarding – Leave arrangements

The Executive Principal, Director of Boarding, Senior School Boarding Manager and Middle School Boarding Manager have general authority and discretion to authorise boarding students leave to stay/visit with host families as the College or such host family may request from time to time.

The College will not be responsible, whether in contract, negligence or otherwise, for any injury or damage caused by the boarding student while under the supervision of such a host family.

Parents accept full responsibility for their daughter's conduct during the leave period and will indemnify the College for all costs, expenses or liabilities in relation to any claims brought against it which arise from daughter's conduct during any leave period.

Where boarding students are unable to attend College due to sickness, local guardian / caregivers will be required to collect the students immediately from the Boarding House.

12. Complaints Resolution

In the event of any cause for complaint against the College, parents or guardians are required to take all reasonable steps to resolve any issue directly with the College prior to discussing or engaging with any third party. Any complaint must be pursued in accordance with the College Complaints Policy and no complaint may be pursued except in accordance with this Policy. The Complaints Policy may be updated from time to time without notice. This clause survives the termination of the Student Enrolment Contract.

13. Disclosure, Use and Updating of Student Information

All and any information which is in any way relevant to the College's decision to enrol and provide continuing education to the student must be fully disclosed by parents prior to enrolment and/or

throughout the student's schooling as soon as reasonably practicable after becoming aware of this information. In particular (but without limitation), all information relating to the student's medical history, psychological condition, allergies, behavioural, learning or emotional difficulties, and family issues, including any custody or guardianship issues and any associated Government regulation reporting requirements, must be disclosed. Where learning or social challenges have been identified / diagnosed, all information is to be provided to the College. If additional assistance is required as a result of these or any other challenges, the cost of these may be charged in addition to the basic College fees following notification.

It is acknowledged that the College may source similar ongoing information during the student's enrolment at the College, either directly or indirectly, from the student with the data being stored within the College's own databases or through contracted third parties, subject to the College's strict data security and privacy controls and criteria.

It is acknowledged that the purpose of the collection of this information is to provide for the educational advancement of the student. This information, and other information held or acquired by the College may be shared with staff of the College and with other members of the College Community, such as the Trust Board and the Foundation. Information relating to the student's education, health, welfare or safety may be required by law to be released to parties outside the College such as government departments (e.g. Ministry of Education and Ministry of Health). The College will not otherwise disclose this information to outside parties without your authorisation.

Any information relating to the students enrolment to the College and acquired during the period of enrolment in the College, may also be released to the St Margaret's College Old Girls Association, Trust Board, Parents and Friends Association, The St Margaret's College Foundation and used for social and fundraising and marketing activities within and by the College.

14. Contact Information

In response to requests from parents, St Margaret's College reserves the right to generate contact lists, with information

to be circulated for our College community purposes only and we request other parents respect the privacy of others and not use the information for any other purposes.

15. Photographing and Filming

The College will from time to time take photographs and video footage of its students, Old Girls, parents and people associated with the College community for use in its College publications, its website and in other marketing and promotional material.

Please contact the College office if you have any concerns about the publication of your daughter's photo. You have the right to request access and to request correction of information held about you by the College. Please contact the College office if you need to change your details.

16. Personal Insurance

The College endeavours to provide a secure environment for personal belongings however it cannot guarantee such security and has no obligation to provide compensation for any loss or damage to students' belongings while they are enrolled at the College.

17. Force Majeure and College Closure

Where in the event of:

- (i) Campus or classroom closure which is necessary to prevent harm to the students and/or teachers at the College pursuant to its obligations under any status, regulation, order of notice; or
- (ii) The College or campus closes due to events beyond the reasonable control of the College – including but not limited to pandemics, epidemics, acts of God, earthquake, fire, explosion, flood, storm or other adverse natural events, riot, civil order, national emergency, terrorism or act of war, governmental action, strike, lockouts, work stoppage or other labour hindrance, or
- (iii) The College otherwise considers that it is in the best interest of the students and/or teachers of the College to close the College or any of its buildings or facilities and/ or provide alternative remote teaching and learning,

then the College can deliver remote/ online learning or alternative campus teaching, and will not be liable to refund any fees as result thereof.

In the event of any of the above, parents are required to ensure a local guardian/ caregiver is available to collect students from the College/Boarding House immediately following the event.

18. Termination of Contract

The College is entitled to cancel the enrolment contract agreement immediately, by notice in writing, without prejudice to our other remedies and without any obligation to return to you any acceptance or school fees paid, if parents are in material breach of any of their obligations under the contract and the annually updated Terms and Conditions, and have not remedied the breach (if it can be) within 14 days of a notice from us requiring it to be remedied. For the avoidance of doubt, material breach includes non-payment of amounts due to the College.

19. Changes to Terms and Conditions

The Trust Board reserves the right to amend the above terms and conditions of trade from time to time with one month's notice either through its website (stmargarets/parent-information/college-policies/) or via email, along with any other College policies, student agreements and handbooks.

The annual update of Terms and Conditions supersedes any and all other

previous terms and conditions including those contained in the original signed enrolment acceptance offer and contract.

20. Contract Enforcement

Where the enrolment contract is signed by more than one person, both parties will be liable both jointly and severally.

21. Severability

If any clause, or portion of a clause, in this Contract is considered invalid under the rule of law, it shall be regarded as stricken while the remainder of this Contract shall continue to full effect.

22. Applicable Period of Conditions of Enrolment and Signatures of the Contract

This Enrolment Contract, and accompanying Terms of Trade, as annually amended, are ongoing and apply from the date of signing the Contract, or the first date of a student's attendance, if earlier, and ends at the completion of Year 13 or the student's withdrawal date from the College, if earlier.

23. Jurisdiction

The enrolment contract, between the College and the parents, or other signatories, to the contract, is governed by New Zealand law and will be under the exclusive jurisdiction of the New Zealand courts.