



## REGULATIONS

### 1. Fees

- (a) Fees at such a rate as shall be fixed by the Trustees of the Southwell School Trust Board (“the Trustees”) (hereinafter referred to as the “School”) from time to time (with or without prior notice) shall be paid within fourteen days after the commencement of each term.
- (b) All disbursements and expenses incurred by the School will be charged monthly and/or with each term’s fees. Disbursements are payable within 20 days of the date of the account.
- (c) All fees and other monies not paid by the due date shall attract interest at 1.5% per month.
- (d) Each parent or guardian or other person signing the application form and these Regulations personally accepts responsibility for the full amount of all monies payable in respect of a student. Fees are set out in the School’s annual fee schedule.
- (e) The School reserves the right to complete credit checks at any time as deemed necessary by the School during the period of enrolment.
- (f) Defaulting in a payment of any invoice when due, the parent/guardian shall indemnify the School from and against all costs and disbursements incurred by the School in pursuing the debt including legal costs on a solicitor-client basis and the School’s collection agency costs. A claim or dispute will not entitle the parent/guardian to set off against, or withhold payment of any fees owed.
- (g) Non-payment of an account, in consultation with the Headmaster, may result in the withdrawal of a student.

### 2. Notice of Withdrawal (or non-attendance)

- (a) The parent/guardian must provide one term’s notice in writing to the Headmaster to withdraw the student from the School. Verbal notice of withdrawal cannot be accepted. All parents/guardians will be required to sign a withdrawal form.
- (b) Where no notice or the incorrect amount of notice is given by the parent/guardian(s) to the Headmaster, a fee in lieu of notice equivalent to tuition, boarding (if applicable) and itinerant lessons (if applicable) for one full term will be charged and payable by the parent/guardian.
- (c) Irrespective of a student’s time away on leave, sickness, quarantine, isolation or for other reasons, full fees will be charged and shall be payable provided the School is providing educational services, either at School or remotely to students.
- (d) The question of a student’s withdrawal from the School should always be a matter for consultation between the Headmaster and the parent/guardian.

### 3. Admission

- (a) An application does not confirm or guarantee admission of the student at the School.
- (b) The admission of a student and the duration of the student’s attendance at the School are matters entirely for the decision of the Trust Board at its discretion.
- (c) Admission details are set out in our Application Process.

### 4. Standards of conduct

- (a) The student is subject to the rules and discipline of the School. A copy of the student code of conduct is available on the School’s website.
- (b) Parents/caregivers are required to act in good faith towards the School, School staff, fellow parents and students.
- (c) The Trustees reserve the right to request the withdrawal of the student; or if necessary, to suspend the student for any serious act or omission that is in breach of the School rules or the application process.

### 5. Agreement

- (a) Parents/guardians or other persons signing these Regulations hereby accept the arrangements set out in the prospectus, the School’s policies, the application process, the parent handbook, and these Regulations. Note: Failure to read or remember the details referred to cannot be accepted as a reason for non-compliance.
- (b) Both parents/guardians will receive communication from the School unless confirmed otherwise. The School cannot withhold information from a parent/guardian without official/legal documentation. If a parent/guardian chooses not to receive the correspondence themselves, they can make contact with the Registrar.
- (c) Parent/guardian contact information, including but not limited to addresses, phone numbers and email addresses, is stored on all student profiles. All parents/guardians with access to a student’s profile through the parent portal & Southwell School App will be able to view all other parent/guardian information for that student.
- (d) These Regulations are subject to change at the School’s discretion. In signing these Regulations, the signatories/parents/guardians are bound by any amendments or updates to these Regulations. These Regulations are published on the School’s website and will be shared with current families through the Annual Consent process.

### 6. Special conditions

- (a) A copy of any documents and /or reports including but not limited to learning, behavioural, medical, psychological, legal, court orders that relate to a student must be supplied to the School:
  - i. as soon as possible where an application to the School has been made or is being assessed by the School, and/or
  - ii. once issued if the student is already attending the School and the document/report/letter/diagnostic information is relevant to the learning, safety or wellbeing of the student, other students, staff members or members of the school community.
- (b) Non-disclosure of the information identified within subclause (a) above may result in termination of an offer of place or withdrawal of the student from the School.
- (c) Parents/guardians authorise the School to collect, retain and use personal information, to the extent permitted by the Privacy Act 2020, including the information obtained from a report about their consumer credit worthiness or financial capacity or both from a credit reporting agency or information from another credit provider for the purposes of assessing their application and/or in assisting collecting overdue fees. A copy of the parents’/guardians’ Drivers Licence or Passport must be supplied to the School as a copy of suitable identification.
- (d) Parents/guardians authorise the School to collect information from the student’s previous school or preschool. This information includes but not limited to: school reports, internal & external testing results, individual learning plans, curriculum level data, ESOL data, behavioural management plans, learning support profiles, teacher profiles and any other information deemed necessary to the students learning and school environment by the student’s teachers.

- (e) In respect of this application the parents/guardians give consent to the School’s Headmaster to make contact with, and request information from any persons relevant to the application, notwithstanding the provisions of the Privacy Act 2020.
- (f) On acceptance an invoice will be issued for the non-refundable Enrolment Fee per applicant which is payable within two weeks of the date of the invoice to confirm the student’s place.

## 7. Privacy Statement

- (a) The School manages all personal information it collects from students in accordance with the provisions of the Education and Training Act 2020 and the Privacy Act 2020.
- (b) **Collection and use of Personal Information:** The School collects the information on this application form for the following purposes: 1. Enter your child’s application. 2. Consider the application for an interview. 3. Enrol your child at School. 4. Retain this application on the waiting list. 5. Assess the educational/medical & behavioural needs of your child. 6. Ensure the School gets the correct resources from the Ministry of Education for your child. 7. To identify potential and actual risks to ensure the health, safety and wellbeing of the student, other students, staff members and members of the school community. 8. To ensure compliance with any applicable or relevant legislation. Such information shall be held for the duration of the student’s application process and/or enrolment at School.
- (c) **Access and Storage:** Only authorised School staff will have access to your child’s information, and your child’s information may only be accessed for appropriate purposes. Your child’s information is securely stored in the School’s student management system (SMS). You can ask to see the information the School holds on your child, and request corrections to the information, at any time, by contacting the School.
- (d) **Disclosure of Personal Information:** The School will not disclose or share personal information collected on this enrolment form to third parties unless it is authorised or required to do so under law.
- (e) **Information Sharing with Alumni:** Should your child be accepted to attend Southwell, their student & family details will be shared with our Alumni, Southwell School Foundation & OBGA (Old Boy & Old Girl Association). The information shared with these listed entities is for the purpose of maintaining Southwell Schools historical records, maintaining contact with past students and their families. Information that may be shared includes, but not limited to: full name, date of birth, email address, physical address, phone number, family connections, house, years of attendance, school achievements, parent/caregiver full names, phone numbers and email addresses.
- (f) **Information Sharing Agreements with other Agencies – Ministry of Education:** The Education and Training Act allows the Ministry of Education (the Ministry) to collect personal information about School students without consent from the student (or parent/caregiver). The School will collect the information about your child on this enrolment form and enter it into the School’s SMS, or directly into ENROL. The School will send some of this information to the Ministry in the School Roll Return collection. The Ministry will use this information to fund and staff Schools, support policy analysis/development, project rolls for the appropriation of Government funding over a 3-year cycle, to monitor the outcomes of the New Zealand education system, undertake research and publish education statistics nationally and internationally.
- (g) **Ministry of Social Development:** Under an Information Sharing Agreement the Ministry shares specified personal information with the Ministry of Social Development (MSD) to support the Youth Service Initiative. The Youth Service identifies young persons who may have difficulty finding future employment, training or further education. The Ministry provides MSD with address and phone number information. The Youth Service uses this information to contact the individuals and support them into employment, training or further education.

Any queries or concerns in relation to these Regulations can be directed to the Registrar, [registrar@southwell.School.nz](mailto:registrar@southwell.School.nz)

## PARENT/CAREGIVER SIGNATURES

**We, the undersigned, confirm that we have read and agree to the School’s Regulations. As a condition of admission and attendance at the School, we agree to abide by them.**

*Signatures of all Parents/Caregivers:*

1	Date:
2	Date:
3	Date:
4	Date:

*Signatures of Trustees: (all Trustees must sign if a Trust is paying the account)*

1	Date:
2	Date:
3	Date: