



TE KURA TUARUA O TAWERA DARFIELD HIGH SCHOOL

INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT SECONDARY SCHOOL

CONTRACT OF ENROLMENT

THE TERMS AND CONDITIONS BELOW, FORM AND GOVERN THE STUDENT'S TUITION AT THE SCHOOL. BY SIGNING THE DECLARATION, THE STUDENT, THE SCHOOL AND THE PARENTS OR LEGAL GUARDIAN AGREE TO THOSE TERMS AND CONDITIONS. PLEASE ENSURE YOU READ THE TERMS AND CONDITIONS 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 Student, the School, 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 2021.

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 other 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.

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 according to clause 28 or 30 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 line 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 starts 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 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 for 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 end upon the Student's departure and resume upon the Student returning to New Zealand.
7. This Agreement is considered to be written agreement from the Parent 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 as part of a transfer-of-care arrangement during enrolment made in accordance with the Code.
9. During the Period of Enrolment the Student must keep the School reasonably informed of their whereabouts including if the Student intends to leave New Zealand during the Period of Enrolment.

Accommodation

10. The Parents and Student agree that no changes to accommodation arrangements will be made without the prior written agreement of the School.
11. The Parents and the Student 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.
12. The Parents authorise the principal of the School to inform 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 place of the Parents.

Immigration and Insurance

13. The Parents and Student agree to comply with the visa requirements as set out in the Immigration Act 2009, and any visa conditions applicable to the Student's stay in New Zealand. The Parents and Student understand that the School has an obligation to report any breaches of the visa requirements to the appropriate immigration authority.
14. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.

15. 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 Student or Parents.
16. The Parents agree they have read the policy details for the Student's travel insurance policy and any other relevant information provided by the insurer from time to time and:
 - (a) accepts all exclusions that apply to the insurance policy and
 - (b) agrees that where the school arranges insurance on behalf of the Parents, the Parents have disclosed all medical conditions to the School that may affect insurance cover.
17. The Parents agree to cover any costs for the Student that are excluded by the Student's travel insurance policy and are not otherwise covered by publicly funded medical services in New Zealand. For the avoidance of doubt, the Parents agree that the School is not responsible for any costs incurred on behalf of the Student that are excluded by the Student's travel insurance policy or not covered by publicly funded medical services in New Zealand.

Fees

18. The Fee must be paid to the School in advance of each Period of Enrolment or as otherwise directed by the School. The Parents and the Student agree to comply with School policies regarding the payment of the Fee.
19. If Tuition is terminated by the School during a Period of Enrolment, any refund of the Fee applicable to that Period of Enrolment will be assessed according to the refund policy which is annexed to this Agreement as Schedule Three, as updated by the School from time to time.

Information, Warranties and Acknowledgements

20. 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 extra requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents must notify the School of any changing conditions in relation to the Student.

21. The Student and 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 on the Application Form;
- (b) The Student does not have any medical or other special needs that require extra support, except as disclosed in the Application Form;
- (c) The Student has never been charged with or convicted of any crime, or the subject of other proceedings before any court, except as disclosed in writing on the Application Form;

- (d) All information in the Application Form is true and correct to the best of their knowledge and belief.

not limited to, medical, financial, educational or welfare information;

22. The Parents and Student acknowledge that:

- (a) The School may obtain at any time from any person or organisation 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 and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.
- (b) If the Student and/or Parents fail to provide any information requested in relation to the Student's 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, then 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 considered 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 people 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, including social media posts by school staff, unless otherwise agreed in writing by the parties.

Consent

23. The Parents and the Student, who have signed this Agreement 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

- (b) Provide agreements on the Student's behalf in the event of a medical emergency where it is not reasonably possible to contact the Parents.

24. The School shall seek specific written agreement of the Parents before the Student, being a student of any age, participates in any activity either organised by the School or by another party which is considered to be an adventure activity or extreme sport or an activity that is organised by the School and requires the Student to stay away from their regular accommodation overnight.

25. Except in the circumstances described in clause 24, this agreement is considered to be written agreement of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether agreement is sought from domestic students in relation to the same activity.

26. Unless otherwise agreed in writing by the parties, this Agreement is considered to be written agreement for leisure travel or stays organised and supervised by the Student's Residential Caregiver 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 compliance with the School Code of Conduct in 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) notifying Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.

29. The following actions shall be considered 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 School Code of 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 threatens the education of any other Student;
- (f) Any breach of clauses 14 or 15 of this Agreement or of the warranties contained in clause 21 of this Agreement;
- (g) Failure to make payments invoiced according 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 as stated in clause 28 of this Agreement, but nothing in this Agreement shall limit the power of the School to immediately 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 according to 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:

(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 considered to have been received ten (10) days after posting.

34. Notices may also be given by sending an email to the email addresses specified in the Application Form and will be considered to have been received twelve (12) hours after it has been sent.

35. This Agreement contains the entire understanding between the parties. The terms of the Agreement may only be changed by the School in consultation with the Student, and 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 about its content and effect.

39. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed 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 line with the Code and the School Policies.

Code of Conduct

(Schedule One)

RESPECT FOR EACH OTHER

- Build positive relationships
- Be safe and considerate
- Help others to learn
- Celebrate diversity
- Celebrate the success of others
- Work with others to make your world better

RESPECT FOR OUR ENVIRONMENT

- Reduce, reuse, recycle
- Dispose of waste in the right place
- Take care of our buildings and grounds

RESPECT FOR OURSELVES

- Be prompt and prepared
- Participate and contribute
- Work hard and persevere
- Ask for help when you need it
- Make good use of your opportunities
- Be proud of who you are and where you have come from

ASSEMBLIES

Assemblies are formal occasions which provide an opportunity to build our sense of community through celebrating success, conveying expectations, and learning from others. Blazers must be worn for all Assemblies. Students must not talk during Assemblies.

ATTENDANCE

Full attendance is expected unless prior leave has been granted, or Students are ill. Students who are unwell should stay at home. Parents or Host Families must ring the Office, before 8:45 am, or send an email to absences@darfield.school.nz, to notify the school of any absences due to illness. International Students who know in advance that they require time away from school must request leave of absence from the Director of International Students, explaining the reasons for the leave. If a student has an appointment in Darfield, then permission from the International Department must be given to the office prior to signing out. Only year 13 Students may go to the shops in Darfield at lunchtime without specific permission, but they must sign out at the office. No other students may leave the school grounds between 8:45am and 3:15pm.

BRING YOUR OWN DEVICE (BYOD)

These guidelines relate to the use of any digital device not owned by the school that is used at school or on school activities. These devices include laptops, tablets, mobile phones, music players and cameras.

- Devices should be turned off and put away in class unless the teacher has given approval for them to be used. This includes listening to music, texting and making or receiving phone calls.
- Devices should not be used in a manner that is disruptive to learning or the wider school environment.
- Teachers may confiscate items likely to detrimentally affect the learning environment, endanger safety or when their use has not been approved.
- The digital contents of devices brought to school may be searched.
- Personal music and other audio may be listened to only if it is not heard by others. This usually means using earphones set at low volume.
- Digital images (video and photos) or audio may be recorded only with the direct approval of a teacher and with the permission of any people being recorded who can be identified.
- Devices are brought to school at the owner's risk.

BUSES

Torlesse Travel Ltd operates the school buses. A morning roll is taken when students get on the bus and students are checked against that roll before buses depart at about 3.25 pm.

- Students should inform the Bus Monitors if they come to school by bus but are going home by some other means.
- If a bus is unable to do a morning route, messages will be sent by text or phone call. If no message has been received when a bus is more than 20 minutes late, students should return home.
- Bus students must enter and remain in school grounds when they arrive in the morning.
- Students wishing to travel home on a bus other than their own must seek the approval of the Bus Controller the day prior.

- It is a privilege for students to be able to use the bus service, not a right. Students are given a list of expectations and a Code of Conduct to sign to ensure that they will behave in a safe manner. Bus drivers are in charge of their passengers; they are assisted by Bus Monitors on each bus. Bus discipline concerns are handled by the Bus Controller and Deputy Principal.

CANTEEN

The canteen is open each interval and lunch hour. Lunch orders are placed and paid for at interval.

COMMUNICATION

For effective communication and in emergencies, it is important that Parent, Host Family and Student contact details held by the school are current.

- **Phone:** When parents or host families ring the School, the Office Staff will often be able to answer questions. For matters of policy, discipline or general concern, ask for the Principal or a senior staff member. Deans handle general enquiries relating to student progress and performance. Parents are also welcome to contact teachers.
- **Text Message:** For urgent bus and emergency information. Parents and students are asked to download the Kamar communication app to enable efficient distribution of these messages.
- **Email:** All staff can be contacted via email. Use their teacher code with @darfield.school.nz. For example, to contact Mr Morris, you would email jm@darfield.school.nz. A staff list can be found on our website under 'About Us'.
- **Website:** www.darfield.school.nz
- **Newsletter:** The DHS Dispatch is published every three weeks during term time, by email or a hardcopy that can be collected from the school office. Newsletters include information needed by students and families as well as school news; please read each one carefully.
- **What's On:** A weekly email about the following week's school and community events.

DETENTIONS

Detentions are run at lunchtime each day in room A1. Students who receive a detention must attend promptly at the start of lunchtime on the specified day.

FEES

A subject fee is a charged for materials where the end product belongs to the student and is taken home, e.g. technology projects and course workbooks. Parents and students are made aware that charges for materials are a feature of courses in the Course Handbook. Parents signing the course selection form indicate that they are aware of the fees and will undertake to pay them for courses their child is enrolled in.

A school trip fee is a charged to cover the actual costs of a school activity, e.g. transport and entry fees. Fees are charged for activities such as camps, sports teams, subject field trips, and performances. Activity fees need to be paid prior to the event and are usually returned with permission slips.

EMERGENCIES

In the event of storms and other dangerous situations making it necessary to close the School, Parents and Host Families will be contacted by text message and email. Updates will be put on the front page of the school website.

Emergency procedures are described on notices in each room. All people on site should be familiar with them.

FIRST AID

First Aid is provided by the Student Office staff. If necessary, the school will take appropriate further action, in which case the school will endeavour to contact the student's agent and family as soon as possible.

ICT

Students are required to sign an Acceptable Use Agreement before they use any school ICT. Each student has a personal account with email, internet and print access. If the printing balance is used up, additional printing can be purchased at the office.

LIBRARY

The Library is open to Students at interval and lunchtime each day. The borrowing of books is actively encouraged – so is their prompt return.

LOCKERS

A limited number of lockers are available for student use. Keys are available from the Student Office for a \$15 bond and this is returned at the end of the year, when the key has been handed back in.

LUNCH ROOMS

For wet and cold days, rooms are allocated for student use at lunchtime.

- Lunch rooms may be used only by students from the form class allocated to that room;
- Students should be seated and engaged in quiet activities only;
- Furniture should remain in place and rubbish put in the bin;
- School ICT (eg Data Projector, TV, Speakers) may be used only with permission and direct supervision of a teacher

- Doors should be left unlocked and the lights on

OUT OF BOUNDS

Areas of the school where students are not permitted unless supervised:

- Car parks; bicycle racks; Athletics field; beyond the tree line on the Rugby field; McLaughlins Road side of the tennis courts.
- Staffroom, reception and administration offices, unless invited.
- For safety or management reasons, some other areas of the school may temporarily be deemed out of bounds.
- Students should not loiter about the school gates and should keep the driveways clear for vehicles.

PEER MEDIATION

The Peer Mediation programme is designed to resolve disputes between Students using their peers to mediate rather than having to use the formal discipline process. The mediation process is carried out by Students who have been through a formal training process and who work under the supervision of the Guidance Counsellors.

PEER SUPPORT

The Peer Support programme is designed to help Year 7 Students settle into High School. Selected Year 12 Students are matched with a form class for the year. It is also an opportunity for Year 12 Students to develop leadership and management skills.

PROPERTY

- **Name your property** so that it can be promptly returned if found.
- Deliberate or careless damage to school property or resources will be charged to the student(s) responsible.
- Students should take appropriate care in safeguarding their own possessions. The school accepts no responsibility for the damage, loss or theft of valuables. It is recommended that money for School items be paid to the Student Office at the beginning of the day. Valuable items and other money can be left at the Student Office for safekeeping.
- Report lost property or stolen property to the Student Office.
- Items may be confiscated if they are not permitted at school or are being used in a disruptive or inappropriate manner. Teachers are entitled to confiscate items from Students when, in the teacher's view, these items are disrupting lessons or creating a nuisance around the school. Confiscated items will be taken to the office for collection at the end of the day. Parent or Host Family pick-up may be required for certain items or when an item has been confiscated previously.

PREFECTS

Prefects are Year 13 Students who have special leadership roles and responsibilities in the school. It is expected that all Students support them in their roles.

REPORTS

- Reports provide feedback to students and parents regarding a student's strengths and weaknesses, with the aim of providing strategies for further improvement.
- Refer to the school Calendar for timing of reports.
- Parent-Teacher Interviews provide the opportunity for parents (and students) to meet with class teachers.
- NCEA credit summaries are available from NZQA's website (see Calendar for upload dates). Students will also be issued with summary 'credit cards' – see Calendar for dates.

RESTRICTED ITEMS

- Darfield High School is a smoke free school.
- Students are not permitted to have tobacco, electronic cigarettes, alcohol or illegal drugs at school, or at any school activity.
- Substances or articles with significant potential to be harmful, damaging or disruptive must be not be brought to school or in the possession of students unless part of an approved school activity (eg fireworks, firearms, airguns, knives, box cutters, lighters, matches, aerosols)

SAFETY

- It is the right of all members of the school community to be able to work in a physically and emotionally safe environment.
- If you notice any person acting in a way that could cause harm to themselves or others please let a staff member know. If you notice anything that may cause harm (eg broken glass), please let a staff member know.
- Tackle games (e.g. rugby or bulrush) are not permitted unless appropriate gear is worn and there is adult supervision.
- Do not climb above head height on trees and only climb trees that will not be damaged by the activity.

SCHOOL COUNCIL

The School Council provides a forum for student views and a means of organising student activities. Each Form Class elects representatives to the Council. The School Council elects its own officers.

STATIONERY

School Stationery can be purchased from OfficeMax via a link on the school website. Stationery lists are available on the OfficeMax website (officemax.co.nz) and the school website, or in hard copy from the school. The school holds a limited supply of core stationery for purchase.

TEXTBOOKS

There is no fee for the use of textbooks; however, a charge will be made for lost or damaged books.

UNIFORM

Students from Year 7 to Year 12 are required to wear regulation uniform. There is a Dress Code for Year 13 Students. We encourage Students to take pride in their appearance and ask that Parents and Host Families support the school in ensuring that their children wear regulation uniform, maintained in a neat and clean standard, and have clothing clearly named.

Students must wear blazers on special occasions and assembly days. Ties will be required in Terms Two and Three.

- Hair: must be neat and clean. Extreme styles or colours are not permitted, (e.g. non-natural colours, less than No 2 clipper cut, Mohawks).
- Jewellery: the only jewellery permitted is a wristwatch and one plain silver or gold stud per ear.
- Hair Ties: are permitted only in the following colours – navy blue, maroon, pale blue or white.
- Makeup: is not permitted for Students in Years 7-12.
- Facial Hair: male students, at all levels, are to be clean shaven at all times.
- Undergarments: must not show at the open neck of shirts or above the waistband of trousers or shorts. This includes T-shirts.
- Hats: plain (no logos) navy or black sun hats, caps or beanies may be worn outside.
- Footwear must be worn at all times outside school buildings except for the grassed areas and sports courts. Sports footwear may be brought to school for use in PE class or sports activities. Socks alone may not be worn outside the buildings. Some subjects require footwear to be worn, otherwise footwear it is at the teachers' discretion inside classrooms.
- A plain, navy or black rainproof jacket or down jacket is permitted for outside use.

If it is necessary to wear non-regulation items, a uniform pass must be requested from Ms Evans at form time that day.

ADDITIONAL INTERNATIONAL STUDENT EXPECTATIONS

We expect international students:

1. To participate fully in all parts of the school programme. This means participating in both in-class and out of class activities such as sports days, homework and assignments. If International Students are not participating fully in the school programme, they will not be offered a place for the following school year.
2. To comply with all laws of New Zealand including those relating to the consumption of alcohol, cigarettes and illegal substances.
3. To not engage in any social or leisure activities that may place them in undue danger or risk of harm.
4. To obtain written permission from their Parents and Darfield High School International Staff prior to obtaining any tattoo, piercing or other bodily embellishments.
5. To not drive a motor vehicle except for the purposes of gaining a valid New Zealand driving license under the guidance of a licensed driving instructor. Students wishing to have lessons with a licensed driving instructor must have written permission from their Parents and Host Family.
6. International Students must not travel in cars with anyone who is not a Darfield High School staff member, or Darfield High School host family member.
7. To comply with all Homestay rules, expectations and curfews set by Darfield High School and Homestay parents.
8. To not use or apply hair dyes or smoke cigarettes (if over 18 years old) or engage in any other activity that may cause damage to the home or property of your host family.
9. To not travel by themselves outside the local area of Darfield High School without prior written permission of Darfield High School.

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 call for any formal response other than a warning, the School will try, where appropriate, to follow a two-stage disciplinary process.
3. In Stage One, the School will investigate and decide 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 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 aim to provide the Student 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 (keeping in mind the seriousness of the Allegation or the Proposed Action) before giving a response;
 - (d) an opportunity to contact their Parent before giving a response, unless the delay caused by contacting that person is unreasonable keeping in mind the seriousness of the Allegation or Proposed Action;
 - (e) an opportunity to have an independent support person of their choice present at any meeting relating to the disciplinary process;
 - (f) an opportunity to meet with that support person in private at any stage during the disciplinary process;
 - (g) an opportunity to have a translator present (or otherwise enable the student to participate in the process in their own language) during any meeting or process if the School or the Student considers that a language barrier means that a translator is required; and
 - (h) a copy of this policy setting out the rights which the Student has 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 require a disciplinary response, the School will notify the Student of the Allegation and will provide the Student with an opportunity to give a response.
10. Where appropriate, keeping in mind the seriousness of the Allegation, the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. 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 inform 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 inform 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, keeping in mind 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 Student. The School will receive this response and give it genuine consideration before deciding the disciplinary action to be taken.
14. When the School decides the disciplinary action that it will take in response to the breach, it will inform 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 informed of the decision.

Refund Policy (Schedule Three)

Requests 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. All refunds will be settled under the terms of this policy unless otherwise agreed by the school.
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

The bank account details to receive any eligible refund, including bank address and swift code where relevant

Any relevant supporting documentation such as receipts or invoices

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 a 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 international students before 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.

Requests for a refund for failure to obtain a study visa

4. If an international student fails to obtain an appropriate visa, a refund of international student tuition fees will be provided less any administration fee that has been paid. Evidence must be provided to the school of Immigration New Zealand declining to grant a visa.

Requests for a refund for enrolment of one term or less:

- a. Where a student is enrolled for one term or less and withdraws early, either before or after the start date of enrolment, other than where they have failed to obtain an appropriate visa and have provided evidence of this, there will be no refund of tuition fees or other relevant non-refundable fees.
- b. Where the school terminates the enrolment of a student enrolled for one term or less, there will be no refund of tuition fees, or other relevant non-refundable fees.

Requests for a refund for voluntary withdrawal (Enrolments of more than one term):

5. If an international student voluntarily withdraws, whether before or after the start date of their enrolment, other than where they have failed to obtain an appropriate visa and have provided evidence of this, a refund will be provided less a minimum of ten weeks tuition fees and other any relevant non-refundable fees as outlined in this policy. The minimum ten week notice period will begin the day after the date on which the school receives written notice of the student's intention to withdraw.

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

6. 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.

Other circumstances where a refund request may be considered:

Where a student's enrolment is ended by the school

7. In the event a 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. A minimum of ten weeks tuition fees from the date of termination
 - c. Any other reasonable costs that the school has incurred in ending the student's enrolment

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

8. If an international student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by the school. A refund will be provided less a minimum of ten weeks tuition fee and other any relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after the school receives written evidence of the student's domestic student status. As a domestic student, the student will be required to live within the school's zone.

Where a student voluntarily requests to transfer to another signatory

9. If an international 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. A refund will be provided less a minimum of ten weeks tuition fee and other any relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after the school receives written notice of the student's intended withdrawal.

Refund of other fees

Requests for a refund of homestay fees

10. If for any reason, an international student withdraws after their stay in a school homestay, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
11. 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

12. Except by written request from the student or their parent, prepaid fees unused at the end of enrolment amounting to less than NZD\$200 will be refunded to the student in cash. Sums greater than NZD\$200 will be refunded into a nominated bank account.

Outstanding activity fees or other fees

13. Any activity or other fees incurred by a 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

14. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000 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

15. A decision by the school relating to a request for a refund of international student fees will be provided to the student or family 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
16. In the event the Student or their parent is dissatisfied with a refund decision made by the School or is dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the International Student Disputes Resolution Scheme or to make a complaint to the Code Administrator.