

King's High School



THESE TERMS AND CONDITIONS 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 THE TERMS AND CONDITIONS ARE READ CAREFULLY.

Terms and Conditions:

Definitions

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

Accommodation means the residential accommodation provided to the Student.

Accommodation Agreement means the agreement between the 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 Tertiary and International Learners) 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 miscellaneous charges, which is available from the School on request and may be updated from time to time.

Homestay has the meaning as set out in the Code.

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

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

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

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

School means the school referred 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 pursuant to clause 24 or 26 of the Agreement.

Preliminary Provisions

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

Terms of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student commences on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents/Legal Guardians and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student in respect of the renewed term.
6. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School organised trip the School's responsibility for the Student shall cease upon the Student's departure and resume upon the Student returning to New Zealand.
7. This Agreement is deemed to be written consent from the Parent or Legal Guardian that the School is not responsible for the Student's day-to-day care where the student is in the custody of a Residential Caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is

travelling with or accompanying the Student for the purpose of supervising them during the Period of Enrolment.

8. The School is not responsible for the Student's day-to-day care where the Student is in the custody of a person approved by the Parent or Legal Guardian as part of a handover of care arrangement during enrolment made in accordance with the Code.
9. During the Period of Enrolment the Student must keep the School reasonably informed of his or her whereabouts including without limitation if the Student intends to leave New Zealand during the Period of Enrolment.

Accommodation

10. The Parents and Student agree that no changes to accommodation arrangements will be made whatsoever 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 irrevocably authorise the principal of the School to advise the Residential Caregiver (whether or not arranged through the school) of all matters and information required to be provided to the Parents and agree to appoint the Residential Caregiver in New Zealand to receive such information in substitution for the Parents.

Immigration and Insurance

13. The Parents and Student agree to comply with the immigration requirements as set out in the Immigration Act 2009, and any immigration conditions applicable to the Student's stay in New Zealand. The Parents and Student understand that the School has an obligation to report any breaches of the immigration 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.

Fees

16. 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.
17. If Tuition is terminated by the School during a Period of Enrolment, in accordance with the Act and the Code, any refund of the Fee applicable to that Period of Enrolment will be assessed in accordance with refund policy contained in Schedule Three, as updated by the school from time to time..

Information, Warranties and Acknowledgements

18. The Parents agree to provide the School with educational, medical financial or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents provide misleading information or fail to

disclose information about the Student to the School, such that the School has to change or modify the level of Tuition or Accommodation required by the Student, the School may charge the Parents such fees as required to adequately compensate for such additional requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents and Legal Guardians are obliged to notify the School in respect of any changing conditions in relation to the Student.

19. 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 in writing in the Application Form;
- (b) The Student does not have any medical or other special needs that require additional support, except as disclosed in writing on the Application Form;
- (c) 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.

20. The Parents and Student acknowledge that:

- (a) The School may obtain at any time from any person or entity any information it requires to process and/or accept the Student for admission to the School or to perform or complete any of the other purposes under this Agreement. The Parents 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 the Students admission to the School, the School may be unable to process the Student's application.
- (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, 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 deemed to be a breach of this Agreement.

- (f) All personal information provided to the School is collected and will be held by the School.
- (g) The Student and Parents have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.
- (h) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.
- (j) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School unless otherwise agreed in writing by the parties.

Consent

21. The Parents and the Student, who have signed this Agreement irrevocably appoint and authorise the principal of the School (or such other person as may be appointed by the School to carry out the principal's duties) to:

- (a) Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information;
- (b) Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents.

22. The School shall seek specific written consent 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 are considered to be adventure activities or extreme sports or are activities that are organised by the School and require the Student to stay away from their regular accommodation overnight.

23. Except in the circumstances described in clause 22, this agreement is deemed to be written consent of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether consent is sought from domestic students in relation to the same activity.

24. Unless otherwise agreed in writing by the parties, this Agreement is deemed to be written consent for leisure travel or stays organised and supervised by the Student's Homestay or Residential Caregiver (where applicable) where the travel is within New Zealand for a period of not more than seven days and does not result in the Student missing any scheduled school days.

Conduct, Discipline and Termination

25. The Student will comply at all times with school policies, the Code and the Act, and the Parents shall work with the School to ensure such compliance. This includes, without limitation, compliance with the Code of Student Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.

26. In the event of any breach of this agreement by the Student or the Parents, the School may take any disciplinary step it considers appropriate, including terminating this Agreement,

and/or suspending, excluding or expelling the Student and (if applicable) notify Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.

27. Without limitation, the following actions shall be deemed to be breaches of this Agreement which may warrant disciplinary action:

- (a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
- (b) Any breach of the Code of Student Conduct by the Student;
- (c) Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;
- (d) Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;
- (e) Any act by the Student during the Period of Enrolment that jeopardises the education of any other Student;
- (f) Any breach of clauses 14 or 15 of this Agreement or of the warranties contained in clause 19 of this Agreement;
- (g) Failure to make payments pursuant to the Fee Schedule; and
- (h) Any other breach of this Agreement

28. Where appropriate, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers pursuant to clause 26 of this Agreement, but nothing in this Agreement shall limit the power of the School to summarily terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.

General Matters

29. 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.

30. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the Parents irrevocably:

- (a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
- (b) Agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

a)

31. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those

notices sent by post will be deemed to have been received ten (10) days after posting.

32. Notices may also be given by sending an email to the email addresses specified on the first page of this agreement and will be deemed to have been received 12 hours after it has been sent.
33. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the Agreement may be changed by the School in consultation with the 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.
34. The School shall at all times comply with the Health and Safety at Work Act 2015.

35. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
36. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.
37. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.
38. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.

Code of Conduct

(Schedule One)

King's High School International Student Code of Conduct

School Rules and Attendance

- (a) Obey the school rules as set out in the King's High School Handbook. (See appendix A)
- (b) Cellular phone and Electronic Device Policy is adhered to at all times (See Appendix C)
- (c) Regulation uniform must be worn in a tidy manner at all times to, from and during school (See Appendix D)
- (d) Jewellery and hair styles must confirm to the rules set out in Appendix D.
- (e) Students must be at school punctually by Group Time each day and attendance in all timetable classes is mandatory. (See Appendix B)
- (f) Students must complete all school work including internal and external assessments they are entered.
- (g) Any absence from school will be notified via the Attendance Office, absences greater than three days need to be approved by the Director of International Students and Medical Certificates can be asked for at any time (generally after 3 days absence).
- (h) Any leave from Dunedin must be approved by the International Director and or Homestay Coordinator.
- (i) Alcohol, Smoking and Illegal substances are prohibited on school grounds and during any sanctioned school trip.

Homestay and General Safety

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

- (a) To comply with all laws of New Zealand including those relating to the consumption of alcohol, cigarettes and illegal substances
- (b) To not engage in any social or leisure activities that may place them in undue danger or risk of harm. This includes the Student putting himself / herself in a position which may give rise to suspicions or allegations of such activities.
- (c) To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments
- (d) 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
- (e) To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents, including without limitation, any policies of the School which apply.
- (f) To not use or do anything which may cause damage to the Accommodation, including without limitation, applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.
- (g) To keep the Homestay parents informed of their whereabouts at all times
- (h) To stay at the Homestay address daily and not to travel overnight outside of Dunedin/Mosgiel, where the student is living without prior written permission of the School. This clause shall not prevent the Student travelling between the Homestay and the School.
- (i) To respect the privacy, values and property of the Homestay.
- (j) Have a valid and current international student visa and passport.
- (k) Do not pursue or have any kind of paid or unpaid employment without a relevant work visa.

School may take appropriate disciplinary action

- 1. The principal may take appropriate disciplinary action in response to the conduct or behaviour of the student.
- 2. Appropriate disciplinary action includes standing down, suspending or excluding the student and terminating the contract of enrolment.
- 3. The principal of the school may take appropriate disciplinary action, whether or not the conduct or behaviour occurred while the student was under the supervision or control of the school, if satisfied on reasonable grounds that:
 - (a) the student's gross misconduct or continual disobedience is a harmful or dangerous example to other students at the school;
 - (b) because of the student's conduct or behaviour, it is likely that the student, or other students at the school, will be seriously harmed if the student is not stood-down or suspended or excluded as the case may require;
 - (c) the student's conduct or behaviour is in breach of the school rules (including the school's code of student conduct), the accommodation agreement or designated caregiver agreement, or this contract of enrolment, and one or more of the following applies:
 - (i) the breach or breaches would constitute an ongoing risk to the student's education, health, safety, well-being or personal welfare for which the school is responsible under the Education (Pastoral Care of International Students) Code of Practice 2016;
 - (ii) the breach or breaches would constitute an ongoing risk to another person's education, health, safety, well-being or personal welfare.

Disciplinary Policy

(Schedule Two)

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

Overview

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

General Policy

8. When the School is conducting a disciplinary process involving the Student it will endeavour to provide the Student with the following:
 - (a) a written summary of the Allegation or the Proposed Action;
 - (b) an opportunity to respond to the Allegation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
 - (c) an opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Allegation or the Proposed Action) before giving a response;
 - (d) an opportunity to contact his or her Parent before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Allegation or Proposed Action;
 - (e) an opportunity to have an independent support person of his or her 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 facilitate the student participating in the process in his or her 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 warrant 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, having regard to 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 advise the Student and parent, in writing if possible, about its conclusion as to what happened and whether it amounts to a breach of the Agreement.

Stage Two: Outcome Discussion

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

Refund Policy

(Schedule Three)

Request for a refund of international student fees

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

Non-refundable fees

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

Request for a refund for failure to obtain a study visa

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

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

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

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

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

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

7. If the School fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the School will negotiate with the Student or their family to either:
 - (a) Refund the unused portion of international student tuition fees or other fees paid for services not delivered or
 - (b) Transfer the amount of any eligible refund to another provider or
 - (c) Make other arrangements agreed to by the student or their family and the school.

Where the Student's enrolment is ended by the School

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

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

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

Where a student voluntarily requests to transfer to another signatory

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

Request for a refund of homestay fees

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

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

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

Outstanding activity fees or other fees

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

Refunds to be made to the country of receipt

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

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

16. A decision by the School relating to a request for a refund of international student fees will be provided to the Student or 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
17. The Student and their family has the right to take a grievance to the Code Administrator or Disputes Resolution Scheme in the event they are dissatisfied with a refund decision made by the School.

Code of Conduct

Appendix A

Setting and Maintaining Standards

King's students are expected to apply self-discipline at all times. Where possible the school outlines the expected action/behaviour to follow in specific circumstances. The following explanations will be most useful to you during your secondary schooling career.

General Behaviour

King's High School has a positive "tone", which is based on the mutual respect shared by staff and students. Good manners are important with all. Make sure your behaviour in class always reaches the acceptable standard.

ALWAYS speak to the staff and to your fellow students with respect and this will be mutual

ALWAYS carry out all set work, exercises and homework to the best of your ability and make sure it is completed on time.

ALWAYS set yourself a high standard both in class and in other activities, and try to raise your standard as you gain experience.

Classroom Rules

These rules are non-negotiable.

Be punctual to class Bring all the correct equipment to class Keep the classroom environment tidy Be prepared for class - ensure your homework is complete Do not talk when the teacher is talking Do not call out in class Do not interfere with other students or their property Remain in your designated seat unless instructed otherwise by the teacher Use your King's Diary for recording homework

The purpose of having these rules is to:

Enable every student to do his best each period Ensure no student disrupts another student's learning Ensure YOU are made accountable if you cause a disruption in class

Travelling To and From School

From the time you leave home until the time you return again, we expect a high standard of behaviour.

- . School uniforms must be worn properly at all times.
- . Make sure your behaviour on the bus is appropriate. A student may be removed from bus travel if his behaviour is deemed to be unacceptable.
- . Boys leaving on buses must do so from the front of the school. It is expected that students will line up and move forward under the direction of the supervising teacher.

Discipline

Loss of School Time

For various reasons a student may miss some school time. If so, he is expected to do extra work to catch up with the class.

Detention

Occasionally you may be required to do extra time at detention. This requires students reporting to the detention room L2 at 3pm.

Referral

If you are referred from class, you must go to the main office and see a Senior Manager, who will then record your details. An after school detention will take place that day.

Appendix B

Attendance

All students must attend every day unless prevented by illness or other urgent cause. If a student is to be away for an extended period of time, the parent or caregiver must send a letter or email to the Rector in advance of the student's departure to inform the school. This includes family holidays and representative sporting trips.

Leaving the School Grounds

If you must leave school at any time you must first get a pass from the Attendance Officer or if he is unavailable, check out through the School Office.

Exeats

This is a temporary pass to allow you out of the school. A note from your parent/guardian or an appointment card must be taken to the Attendance Officer. He will check, if necessary, then issue an exeat card.

Lunch Passes

King's operates a closed campus at morning tea and lunchtime. Year 13 students can leave the campus at break times.

Notices

At 8.45am your Group Teacher will read the daily notices.

You are expected to make a note of any special notice which affects you, and to carry out the instructions.

Restricted Areas

We normally expect boys to make full use of the school campus but certain areas are **OUT OF BOUNDS**.

1. **You do not play or congregate at the fences bordering Bathgate Park School.**
2. **The poplars and fence line at the north end of the campus are not gathering places.**
3. **You do not play or congregate in the area adjacent to the Queen's High School fence.**
4. **You do NOT go on to Tonga Park or Bathgate Park.**
5. **The main foyer in the Administration Block is out of bounds at ALL times, except to staff. This INCLUDES the use of the school front entrance door.**
6. **The steps outside the Gymnasium Changing Rooms are not a place where students can congregate.**
7. **STAFFROOM.**

Appendix C

KING'S HIGH SCHOOL Cellular Phone and Electronic Device Policy

Student cellular phones and electronic devices must be switched off during class and may not be used between class periods apart from interval and lunchtime. If devices are used inappropriately or ring during class then the following process will apply:

The teacher will confiscate the device and take it to the school office.

The device will be placed in an envelope clearly marked with:

• Student name • Date confiscated • Detailed description of the item • Who it was confiscated by

The above information will be recorded in the Confiscated Items Log Book.

First offence

Confiscated until the end of the day. The device can be picked up at 4pm that day from the school office by the student.

Second offence

Confiscated for three days. The device can be picked up at 4pm on the third day from the school office by the student.

Third offence

Confiscated until collected by the parent/caregiver. There will be a negotiated stand-down time of no device at school. This will be a four-week minimum period.

Fourth offence

Confiscated until parent/caregiver collects. Banned for the rest of term.

Fifth offence

Student is banned from having a device for the rest of the year.

King's High School does not accept liability for the loss or theft of items that have been confiscated and/or brought to school.

Appendix D

KING'S HIGH SCHOOL Uniform Policy

To ensure that the King's High School uniform, including sports uniform, is of correct nature and reflects the importance the Board places on students representing the school appropriately.

The definition of representing the school is: to and from school, during the school day, during any school trips (sporting, cultural etc) and occasions as defined by school management.

The School Uniform

Junior

Plain dark navy shorts Plain black dress trousers (plain black belt) Navy polo shirt King's socks King's jersey Dress leather lace-up shoes King's jacket

Senior

Plain black dress trousers (plain black belt) Light blue dress shirt School tie School blazer

Sleeveless school vest (optional) Dress leather lace-up shoes King's jacket Black dress socks

No school shorts are to be worn by Senior students

1. "Skate" or "sports" shoes are not permitted.
2. The King's jacket is the only one to be worn, and is to be plain - that is, no added embroidery or screen printing (other than the school crest and name).
3. Blazers are compulsory for Senior (Year 11 to Year 13) students.
4. Blues awards and other school-related badges may be added to the blazer.
5. King's "team-specific" jackets or tracksuits are not permitted for daily school wear.
6. Jewellery (other than a wrist watch or medical alert bracelet) or visible body piercings are not permitted.
7. Hair must be their natural colour with non-extreme cuts. If hair falls below the collar it must be tied back.

If a student turns up in non-regulation clothing or shoes, communication with home will be sought in order to fix the problem. If it can not be sorted immediately, spare clothing/shoes will be supplied.

Physical Education Clothing

The PE uniform will consist of a dark navy t-shirt and dark navy shorts.

Hair

1. No unnatural hair colours or extremes of hair style are permitted.
2. Long hair must be tied back.
3. No head wear (caps, beanies etc) is permitted.