



PALMERSON NORTH BOYS' HIGH SCHOOL ENROLMENT CONTRACT



THE TERMS AND CONDITIONS ATTACHED TO THIS APPLICATION, FORM AND GOVERN THE STUDENT'S TUITION AT THE SCHOOL. BY SIGNING BELOW, 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 2016.

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.

Hostel means the School's residential boarding house, College House

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 his or her 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.
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 not limited to, medical, financial, educational or welfare information;
 - (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
36. 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.
37. The School shall at all times comply with the Health and Safety at Work Act 2015.
38. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
39. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
40. 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.
41. 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)

1. Introduction:

- 1.1 This is not intended to be a comprehensive statement of school rules. School rules will be made available to the student during orientation and can also be found on the school website (<http://www.pnbhs.school.nz/at-palmy-boys/school-rules/>).
- 1.2 Rather, the following are the School's expectations regarding conduct and uniform as well as some sanctions that we consider imperative students new to Palmerston North Boys' High School are aware of.

2. Students are Expected:

- 2.1 To attend School regularly, on time, ready to learn and to take part in School activities.
- 2.2 To aim for the highest standards in all aspects of School life.
- 2.3 To co-operate with the staff and to accept the authority and rules of conduct of the School.
- 2.4 To consider and respect the feelings and property of other people in the School.
- 2.5 To care for the grounds, buildings, furniture, equipment, books and other items provided by the School.
- 2.6 To wear the Palmerston North Boys' High School uniform correctly and with pride.
- 2.7 To uphold the reputation of Palmerston North Boys' High School both at School and in the wider community.
- 2.8 To remain on School property throughout the day unless permission to leave is granted and correct signing-out procedures are followed.

3. No Student is Allowed:

- 3.1 To smoke or possess cigarettes or matches anywhere in School uniform or while involved as a participant or otherwise in a School related activity.
- 3.2 To drink or possess alcohol at School or while involved in a School related activity or in any way bring disrepute to themselves or the School by doing so in the community.
- 3.3 To possess, use or sell illegal substances, drugs or solvents at School, or in any way bring disrepute to themselves or the School by doing so in the community.
- 3.4 To take or borrow without permission anything that does not belong to them.
- 3.5 To prove a disruptive influence without regard for the welfare of other members of the School community.
- 3.6 To be violent against or harm others physically, emotionally or verbally.
- 3.7 To prevent others from learning.
- 3.8 To disobey other rules or procedures concerning behaviour or safety in current practice in the School.
- 3.9 To own or drive a car while an International Student attending the School.
- 3.10 To possess or use any weapon or offensive or dangerous instrument.
- 3.11 To use inappropriate language.

4. Uniform Code:

- 4.1 The Palmerston North Boys' High School uniform shall be kept clean, tidy and in good repair and worn correctly at all times.
- 4.2 Socks, when worn, must be pulled up and shoes or sandals kept clean and polished.
- 4.3 T-shirts, skivvies or similar singlets are not to be worn if they show above the shirt front. Shirts must be tucked in.
- 4.4 All boys are to be clean shaven and hair shall be clean, neat and tidy of a length acceptable to the Rector.
- 4.5 There will be:
 - No dyed hair
 - No extreme hairstyles
 - No graffiti-covered school bags
 - No jewellery

School uniform is an important part of developing pride in the School and a sense of belonging.

5. In General:

- 5.1 Boys are subject to School discipline and control from the time of leaving home until they return home and are required and expected to display a high standard of behaviour and manners both inside and outside the School.
- 5.2 Loud or offensive behaviour and loitering in the city and public places will not be tolerated.
- 5.3 Boys are expected to display proper respect towards all staff and toward each other at all times.
- 5.4 The foregoing includes all occasions when boys are involved in School activities and when travelling on forms of transportation.

6. Board Responsibility:

- 6.1 Very serious breaches of discipline will be referred to the Discipline Sub Committee of the Board of Trustees. This will normally be when the Rector has suspended a student.
- 6.2 The Board will consider the Rector's report on the matter and parents of the student and their representative (if required) will be invited to the hearing.
- 6.3 The Board's options in such cases are:
 - To lift suspension unconditionally
 - To lift suspension with conditions
 - To expel (if student over 16 years) or exclude (if student is under 16 years)

7. Attendance:

Palmerston North Boys' High School may terminate the student's contract with the School if the student fails to attend school for less than 100% of lessons. All absences must be explained in writing by the caregiver. Absences due to illness of more than 3 consecutive school days must be supported by a New Zealand registered doctor's certificate. All requests for leave must be in writing and signed by the caregiver. Palmerston North Boys' High School undertakes to notify the student and parents that absence levels are unacceptable to enable the situation to be rectified.

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 his or her 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 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 enable the student to participate 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 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)

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, including address of bank and swift code where relevant
 - 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 or not 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. Costs incurred for arranging homestay accommodation for the Student 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.
 - f) **Portion of Unused Hostel Fees:** The Hostel may retain a portion of unused Hostel fees. Amounts retained will relate to costs that have been incurred or committed by the Hostel and may vary.

Request for a refund for failure to obtain a study visa or for reasons relating to Covid-19

4.
 - a) 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.
 - b) If the Student withdraws before the start of their enrolment, owing to medical or travel conditions arising from Covid-19, the school will provide a full refund of fees.

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

5.
 - a) If the Student voluntarily withdraws more than three weeks before 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.
 - b) If the Student voluntarily withdraws three weeks or less before the start date of their enrolment, a refund of international student fees will be provided less a minimum of ten weeks tuition fees and any relevant non-refundable fees set out in this policy.

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 will be provided less a minimum of ten weeks tuition fees and any other 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 for enrolment of one term or less

7. Where the Student is enrolled for one term or less and withdraws early, or where the school terminates the Student's enrolment, any unused portion of international student fees will not be refunded.

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

8. 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.

Requests for a refund where the Student's enrolment is ended by the School

9. 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) 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

Requests for a refund where the Student changes to a domestic student during the period of enrolment

10. 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 fees and any other 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.

Requests for a refund where a student voluntarily requests to transfer to another signatory

11. 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 fees and any other 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.

Request for a refund of homestay fees

12. If for any reason, the Student withdraws after the start of their stay in a school homestay, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
13. 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

14. Except by written request from the Student or their parent, prepaid fees unused at the end of enrolment will be refunded to a nominated bank account
15. 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

16. 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

17. A decision by the School relating to a request for a refund of international student fees will be provided to the Student or their parent 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
18. In the event the Student or their parent is dissatisfied with a refund decision made by the School or are 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.

Education Outside the Classroom

(Schedule Four)

This form is valid for the duration of your time at PNBHS

1. This EOTC consent form is to cover participation in all low-risk Education Outside the Classroom opportunities provided by the school. Events that are of high risk or out of school hours will require specific consent. At the time of our seeking any further consents you will also be asked to update the health and contact information we hold.
2. It is important that this form is completed for all students who will be participating in EOTC events (as described above). Details on this form will remain confidential to school staff, contractors and volunteers associated with supervising activities on EOTC events. It is crucial that you provide us with up-to-date information, that is accurate and complete, to allow us to plan appropriately for EOTC events.
3. Please ensure that all medical conditions, medication are kept up-to-date with the school.

Palmerston North Boys' High School ICT Acceptable Use Policy

The following are guidelines provided to establish the responsibilities of anyone using Information and Communication Technology (ICT) at Palmerston North Boys' High School.

Terms and Conditions

I. ACCEPTABLE USE:

Information and communication technology (ICT) can be defined as *"anything which allows us to get information, to communicate with each other or to have an effect on the environment using electronic or digital equipment"* - Education.govt.nz

The purpose of ICT at Palmerston North Boys' High School is to support research and instruction, or the business of conducting education, by providing access to unique resources and opportunities for collaborative work. The use of a computer account must be in support of education and research, or the business of conducting education, consistent with the educational objectives of the School. Personal use of School ICT is authorised, but must not interfere with regular business and must be in accordance with the rules included in this policy. Additionally, use of other organisations' ICT must comply with rules appropriate for that network. Transmission of any material in violation of any New Zealand law is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material or material protected by trade secret. Use for any non-educational purpose or commercial activity by any individual or organisation, regardless of for-profit or not-for-profit status without the approval of the School is not acceptable.

II. PRIVILEGES:

The use of a network accounts to access and use the School's ICT is a privilege, not a right; therefore, inappropriate use may result in a cancellation of those privileges. The Rector will deem what is inappropriate use. The decision of the Rector is final. The ICT Administrator may however, close an account at any time.

III. NETWORK ETIQUETTE and PROTOCOLS:

The use of a network account to access and use the School's ICT requires that you abide by accepted rules of network etiquette, which include, but are not limited, to the following:

1. **BE POLITE.** Do not send abusive messages to ANYONE.
2. **APPROPRIATE LANGUAGE.** In all messages, do not swear, use vulgarities or any other inappropriate language.
3. **APPROPRIATE ACTIVITIES.** Anything pertaining to illegal activities is strictly forbidden. Any activity not directly related to the educational mission of the School is strictly forbidden. Activities relating to, or in support of, illegal activities will be reported to appropriate authorities.
4. **PRIVACY.** Do not reveal the personal address or phone numbers of yourself or any persons. When sending electronic communications, do not reveal any unnecessary details or the names or details of other users. Passwords must be protected at all times. If you feel that your password has been compromised, notify the ICT Administrator immediately. All communications and information accessible via the network should be assumed public property. Although personal use of electronic mail is approved, it is not guaranteed to be private. ICT Administrators have access to and may, at any time, review the subject and content of electronic communications. Messages relating to, or in support of, unauthorised or illegal activities will be reported to appropriate authorities.
5. **CONNECTIVITY.** Do not use ICT in such a way that would limit or disrupt the use of ICT by others.
6. **SERVICES.** The School will not be responsible for any damages suffered including loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions. Use of information obtained via ICT is at the user's risk. The School specifically denies any responsibility for the accuracy or quality of information obtained through its network services.
7. **SECURITY.** Security on any computer system is a high priority. If users can identify a security problem on any of the networks, they must notify an ICT Administrator either in person or via the network as soon as possible. Users must not demonstrate the problem to other users. Use of network accounts provided by the School are not transferable or assignable. Any user who knowingly allows another to use the account assigned to them will immediately lose their access privileges. Attempts to fraudulently log in on any network as an ICT Administrator or another user will result in immediate cancellation of user privileges. Any user identified as a security risk, or having a history of problems with other computer systems, may be denied access to the network and other computer services.
8. **VANDALISM AND ELECTRONIC MISCHIEF.** Vandalism will result in cancellation of privileges. This includes, but is not limited to: electronic mischief, the uploading, creation or introduction of computer viruses, attempts to tamper with any programs, applications, files, etc.

IV. PRIVACY:

The ICT Administrator reserves the right to monitor, inspect, copy, review and store at any time and without prior notice any and all usage of the computer network and Internet access and any and all information transmitted or received in connection with such usage. All such information shall be and remain the property of the School and no user shall have any expectation of privacy regarding such materials. It may become necessary for the ICT Administrator to examine system accounting logs and other records to determine if privacy violations or other network unfriendly activities have occurred.

V. ADMINISTRATION OF ACCOUNTS:

The ICT Administrator reserves the right to limit or suspend access to the School network and/or Internet or to supersede portions of this Agreement as may be deemed necessary for the maintenance, safety, or security of the School computer system. The policy on administration of accounts is listed below.

1. The ICT Administrator reserves the right to suspend network access at any time to maintain the integrity of the network.
2. The ICT Administrator reserves the right to suspend access temporarily or permanently to any user who does not comply with the conditions set out in this document or for any reason deemed appropriate by the ICT Administrator to maintain the integrity of the network.
3. The ICT Administrator reserves the right to log Internet and e-mail use and to monitor system resources utilised by the user while respecting the privacy of user accounts.

VI. DISCLAIMER:

The School makes no warranties of any kind, expressed or implied, for the ICT service being provided and will not be responsible for any damages suffered, including loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions caused by negligence, errors or omissions. The School specifically denies any responsibility for the accuracy or quality of information obtained through ICT; use of any such information is at the user's risk.

The School shall not be responsible for any claims, losses, damages or costs of any kind suffered, directly or indirectly, by any user arising out of the user's use of ICT under this Policy. By knowingly using ICT, users are taking full responsibility for their agreeing to indemnify and hold the School that provides the ICT opportunity and all of its administrators harmless from any and all loss, costs, claims or damages resulting from the user's access to its ICT, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user agrees to cooperate with the School in the event of the School's initiating an investigation of a user's use of his or her access to ICT, whether that use is on a School device or on another's outside the School's network. It is the responsibility of the user that data is regularly backed-up on the user's own media.

STUDENT BYOL (Bring Your Own Laptop) POLICY

Although computers and Chromebooks are available at PNBHS for students to use, those who do not have access to a computer or laptop at home will be at a distinct disadvantage. Work done at school on a wide variety of activities, from working collaboratively using Google Docs to completing NCEA internal assessments, will invariably require the use of a laptop or computer at home on which to continue working on these.

Students may store their laptops in the Laptop lockers placed indoors around the school. These are hired through the Finance Office. Guidance on recommended laptops can be found on Stratus under the tabs "ICT Help "; "ICT - Helpful information" - "BYOL at Palmerston North High School".

Students can print from their laptops to the "Follow me Print Queue". Instructions on how to do this can be found on Stratus under the tabs "ICT Help "; "ICT - Helpful information" - "Printing from Student Devices on BYOD WIFI".

POLICY: The use of a laptop in a timetabled class or study period is a privilege, not a right.

Failure to comply with this policy will result in the loss of this privilege as specified below.

1. It is **NOT** compulsory for a student to have a laptop.
2. **Students in Years 10 - 13** may bring a laptop to school for their own use in their timetabled classes.
3. **Laptops or Chromebooks are the only devices which may be used and must have a minimum screen size of 12 inches and an attached keyboard. Cell phones, tablets and any other device that are not a laptop may not be brought to school.**
4. **Students must have the express permission of their teacher in order to use their laptop during a lesson. Laptops are NOT replacing more traditional classroom materials.**
5. **Students wanting to work on their laptops outside of class time while at school can only do so under staff supervision.**
6. Students in study classes may use their laptop during timetabled study classes for curriculum related work only.
7. Laptops may not be charged at school. It is the student's responsibility to ensure their laptop is fully charged before bringing it to school.
8. Laptops must be used without any audible sound so as not to disturb other students.
9. Laptops must be used appropriately and within the ICT Acceptable Use Policy completed by all students.
10. Any student accessing the internet via the PNBHS Wi-Fi system can only do so by logging on using their PNBHS username and password. All internet sites visited are recorded.
11. It is the user's responsibility to ensure that the laptop is used appropriately (including point 5 above) and for curriculum related work only. **Failure to comply with this requirement will result in the loss of access to the school computer network and the loss of**

the privilege of bringing a laptop to school. This will be for a period of one week for the first infringement, two weeks for the second, four weeks for the third and the permanent loss of the privilege of bringing a laptop to school should there be any further breaches of these expectations. Confiscated laptops must be handed to a Senior Master (Juniors - Mr Sinclair; Seniors - Mr Pinder) for processing.

12. Should a breach of the ICT Acceptable Use Policy be deemed as significant then school discipline processes will be followed. Should the breach be in relation to fundamental school rules then serious discipline consequences will be considered as per Palmerston North Boys' High School rules.
13. It is the owner's responsibility to ensure that the laptop is appropriately named and the serial number recorded.

Laptops are brought to school at the owner's risk. Palmerston North Boys' High School accepts no responsibility for laptops that may be stolen or damaged.