



# Palmerston North Boys' High School

# CollegeHouse



## CONTRACT FOR BOARDERS – TERMS AND FINANCIAL ARRANGEMENTS

- 1 College House is the student boarding hostel of Palmerston North Boys' High School ("PNBHS") and is administered by a Manager ("the College House Manager") appointed by the Palmerston North Boys' High School Board of Trustees ("the Board").
- 2 The Boarder is accepted for entry into College House on the Proposed Date of Entry for the period of this Contract for Boarding ("the Contract") set out in clause 3 below.
- 3 The Contract covers the school term of PNBHS from the Proposed Date of Entry into College House for the period of the Boarder's duration at College House.
- 4 **The Parent or Guardian specified above agrees to these financial conditions:**
  - 41 To pay the Registration Fee of \$300 and a Bond of \$500 prior to the Boarder's entry into College House. Such Bond will be held by College House for the period of the Boarder's duration at College House and, unless applied to meet outstanding costs, will be refundable upon request following the Contract coming to an end. The decision to apply the Bond to meet outstanding costs will be solely at the discretion of the College House Manager.
  - 42 To pay College House fees, including any incidental charges, monthly and by Direct Debit. The College House fees will be charged in 10 installments so that the College House fees will be paid one (1) month in advance. The Direct Debit will be processed on the 20th of each month, the first installment being due on the 20th of February of that year and the last installment being due on the 20th of November of that year. If the 20th of a particular month falls on a weekend or statutory holiday, the Direct Debit will occur on the next business day. The amount of the Direct Debit will be the balance of the Boarder's account as at the close of the previous month end.
  - 43 A discount of 2.5% will be provided on the total of the Boarder's College House fees for the year if the College House fees are paid in full by the 20th of February of that year.
  - 44 In the event of default of payment upon the due date of the College House fees, interest shall be payable on such sum as is outstanding at the rate nominated by the Board from time to time but not in excess of the Board's bank overdraft rate (plus 5% margin). Acceptance of such interest for late payment of College House fees shall be without prejudice to any other rights that the Board may have pursuant to the Contract.
  - 45 In the event there is a default of two consecutive monthly College House fee payments the Board, at its discretion, may terminate the Contract by giving and the Parent or Guardian of the Boarder two (2) weeks' notice in writing. In the event that payment is made within the two (2) weeks' notice period, this shall not necessarily cancel the termination of the Contract pursuant to this clause.
  - 46 Should an outstanding account of a Boarder be taken to an external Debt Collectors for collection, any costs associated with such action will be passed on to the Parent or Guardian of the Boarder.
  - 47 By entering into this Contract, the Parent or Guardian of the Boarder authorises the Board to carry out credit checks on the Parent or Guardian as determined necessary by the Board.
- 5 **The Parent or Guardian specified above agrees:**
  - 51 That during the period of the Contract the Boarder's photographs may be published on the PNBHS website, in the PNBHS newsletter, on the PNBHS Facebook and Instagram pages or in any commercially produced brochure that relates to College House or PNBHS.
  - 52 That the Boarder will be subject to the rules, regulations and disciplinary procedures of PNBHS and College House.
  - 53 That a Certificate of Health from a doctor must accompany the Boarder on the Boarder's entrance into College House and that any medical changes relating to the Boarder during the period of the Contract shall be notified to the College House Manager should circumstances arise.

- 54 To give notice to the College House Manager in writing before the Proposed Date of Entry, if the Parent or Guardian of the Boarder does not give consent for the Parent or Guardian's name and address details to be published and circulated to other Parents or Guardians of the boarders of College House.
- 55 To the signing on behalf of the Parent or Guardian of the Boarder of routine PNBHS related "parent permission slips" by the College House Manager with respect to activities of students of PNBHS.
- 56 That the Boarder will remain a student of PNBHS for the duration of the Contract.

**6 The College House Manager agrees:**

- (a) That the College House Manager, or a nominee of the College House Manager, agrees to notify the Parent or Guardian of the Boarder immediately, or as soon as practically possible, in the event of the Boarder suffering a serious injury or illness.

**7 The Parent or Guardian specified above agrees:**

- (a) That in the event of a Boarder requiring urgent medical treatment and the College House Manager is unable to contact the Parent or Guardian of the Boarder, then the College House Manager, or a nominee of the College House Manager, shall be authorised to give consent for the Boarder to undergo any medical treatment or operation which may be necessary in the interest of the Boarder's health as recommended by a health professional.

**8 Should the Boarder:**

- 81 Not take up a position at College House that has been reserved for the Boarder on the Proposed Date of Entry, the Parent or Guardian of the Boarder shall be liable for an amount being equivalent of twenty (20) school-weeks of College House fees (a school-week being a week in which PNBHS is in session). The amount is calculated by dividing the College House fee for the year as at the Proposed Date of Entry by 40 (weeks), and then multiplying the total by 20 (weeks).
- 82 Take up a position reserved for the Boarder at College House at the Proposed Date of Entry and withdraw voluntarily at any time during the duration of the Contract, the Parent or Guardian of the Boarder shall be liable for the amount being equivalent of twenty (20) school-weeks of College House fees and calculated as in accordance with clause 8.1 above, from the date the Boarder is withdrawn. PROVIDING THAT the Parent or Guardian of the Boarder has given twenty (20) school-weeks written notice to the College House Manager to withdraw the Boarder from College House and pays the required amount for the duration of the notice period, then no further College House fees shall be payable by the Parent or Guardian of the Boarder.

**9 The Parent or Guardian as specified above acknowledges:**

- 91 That the Contract may be cancelled by the Board for any of the following reasons:
- (a) The Boarder is suspended or expelled from College House for any misconduct;
- (b) The Boarder refuses to agree to the taking of a drug test, or having agreed to take such drug test, the Boarder fails that drug test.
- (c) Pursuant to clause 4.5 above.
- (d) The Boarder is suspended or excluded/expelled from PNBHS by the Board.
- 92 That in the event of such cancellation of the Contract as referred to in clause 9.1 above, the Boarder will be required to vacate College House and the Parent or Guardian of the Boarder shall be liable for the amount being equivalent of twenty (20) school-weeks of College House fees and calculated in accordance with clause 8.1 above, from the date the Boarder leaves College House.

**10. Parties to the Contract:**

- 10.1 For the purposes of clarification, the Contract is a contract between the Parent or Guardian of the Boarder and the Board in relation to the Boarder's entry and duration at College House.



# PALMERSTON NORTH BOYS' HIGH SCHOOL ACCOMMODATION CONTRACT



PLEASE COMPLETE THE INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT ONLY IF THE STUDENT WILL BE LIVING IN A HOMESTAY / HOSTEL WHILE ENROLLED AT THE SCHOOL.

## INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT

(When placing a student in a School Approved Homestay/Hostel)

Terms and Conditions:

1. For the purposes of this Agreement the following terms shall have the following meanings:  
  
**Accommodation** means the residential accommodation provided to the Student under to this Agreement.  
  
**Accommodation Requirements** means the rules and requirements of the Accommodation as set out in Schedule One.  
  
**Agreement** means this Accommodation Agreement between the Student, School, and Parents which governs the Student's Accommodation arrangements.  
  
**Application Form** means the standard enrolment application form.  
  
**Code** means the Education (Pastoral Care of International Students) Code of Practice 2016 as updated from time to time and available online at [www.legislation.govt.nz](http://www.legislation.govt.nz) under Education (Pastoral Care of International Students) Code of Practice 2016.  
  
**Contract of Enrolment** means the agreement between the Student, the School and the Parents which governs the Student's Tuition.  
  
**Homestay** has the meaning as set out in the Code.  
  
**Hostel** means the School's residential boarding house, College House  
  
**Parents** means the Parents referred to in the Application Form.  
  
**Residential Caregiver** means the person responsible for the Student at the Accommodation.  
  
**Residential Caregiver Agreement** means an agreement between the School and the Residential Caregiver.  
  
**School** means the school referred to in the Contract of Enrolment.  
  
**Student** means the International Student residing at the Accommodation as referred to in the Application Form.  
  
**Tuition** means the education of the Student at the School.  
  
All other terms have the same meaning as in the Contract of Enrolment.
2. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to live at an Accommodation approved by the School in line with the requirements of the Code.
3. The Parents and Student agree to the following terms and conditions of the Accommodation:
  - (a) The School agrees that all information regarding the Residential Caregiver, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:
  - (i) To the Student, the Parents or Residential Caregiver (as the case may be);
  - (ii) To any professional consultant or such person where it is in the interests of the Student to provide the information;
  - (iii) According to any statutory or other legal duty.
- (b) The Parents agree that if behaviours or conditions of the Student emerge after placement with a Residential Caregiver such that the Residential Caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement.
- (c) The Parents or the Student have the right under the Privacy Act 1993 to see and request corrections of any personal information held by the School concerning them in relation to the Student's placement with a Residential Caregiver.
- (d) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (e) These terms and conditions may be changed by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.
4. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):
  - (a) Charge the Parent such fees as required to pay for extra requirements due to providing misleading information or the lack of disclosure; or
  - (b) Terminate this Agreement.
5. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
  - (a) the Residential Caregiver and the School entering into a Homestay Carer Agreement or a Designated Caregiver Agreement; and

- (b) the School's usual requirements and policies relating to the Accommodation.
6. The School will ensure that to the best of its ability:
- (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
  - (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
  - (c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the School;
  - (d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and
  - (e) The Student only engages in lawful, responsible and positive recreational activities outside of School.
7. Unless otherwise agreed in writing by the parties, the Parents agree for the Student to travel and stay overnight within New Zealand in the care of their Residential Caregiver for not more than seven days where the travel does not involve the Student participating in any adventure activities or extreme sports, or result in the Student missing any scheduled school days.
8. The School will seek specific written agreement from the Parents for travel or overnight stays of more than seven days or that results in the Student missing any scheduled school days.
9. The Student will seek specific written agreement from the School before the Student, being a Student of any age, participates in any activities which are considered to be adventure activities or extreme sports. The School will only give such Agreement where approved by the Parents.
10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include regular check-ins with both the Student and the Residential Caregiver.
11. Unless otherwise agreed in writing, the Student will be entitled to start their Homestay at the Accommodation 5 days before the Period of Enrolment (as that term is defined in the Contract of Enrolment) starts and 5 days following the end date of the Period of Enrolment (as that term is defined in the Contract of Enrolment). Should this Agreement be terminated before the expiry of the Period of Enrolment the Student will be required to move out of the Accommodation immediately. The School may, at its sole discretion, and without being required to do so, extend the time for the Student to move out of the Accommodation. Any such extension shall be given in writing and shall be without prejudice to the School's right to later insist that the Student immediately move out of the Accommodation.

#### **Expectations**

- 12. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
- 13. In the event that the Student is removed from a Residential Caregiver for any reason, the School will take all reasonable steps to find, over a reasonable period of time (as determined

by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.

- 14. The Student will treat the Accommodation with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.

#### **Fees**

- 15. The Parents must pay all accommodation fees to the School according to the School's fee schedule as defined in the applicable Contract of Enrolment.

#### **Termination**

- 16. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
- 17. If the Student is suspended, expelled or excluded from the School, the parties agree that this shall constitute a breach of the Accommodation Requirements and this Agreement may be terminated as a consequence.
- 18. Where this Agreement is terminated, fees may be refunded according to School Policies.

#### **General**

- 19. 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.
- 20. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be considered to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be considered to have been received when acknowledged by the party or by return email.
- 21. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
- 22. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.

#### **Disputes**

- 23. The parties agree that any dispute in relation to this Agreement will be resolved according to the Code and the School Policies.

## **Accommodation Requirements**

(Schedule One)

**While living in a School approved Homestay/Hostel, the Student agrees:**

1. To comply with all laws of New Zealand.
2. Not to engage in any social or leisure activities that may place them or other persons, in undue danger or risk of harm. This includes the Student putting himself in a position which may give rise to suspicions or allegations of such activities.
3. To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments.
4. To comply with all Homestay/Hostel rules, expectations and curfews set by the School, Hostel staff and Homestay parents, including any policies of the School which apply.
5. To not use or not do anything which may cause damage to the Accommodation, including applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.
6. To keep the Homestay parents and Hostel staff informed of their whereabouts at all times.
7. To stay at the Homestay/Hostel address daily and not to travel overnight outside of the town or city (as defined by the School) where the student is living without prior written permission of the School. This clause shall not prevent the Student travelling between the Homestay/Hostel and the School.
8. To respect the privacy, values and property of the Homestay/Hostel.