



PALMERSTON NORTH GIRLS' HIGH SCHOOL

ESTABLISHED 1902

INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT

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, and the Parents, which governs the Student's accommodation arrangements.

Act means the Education and Training Act 2020.

Agreement means this Agreement including these terms and conditions and 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 other charges, which is available from the School on request and may be updated from time to time.

Homestay has the meaning as set out in the Code.

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

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

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

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

School means the school referred to in the annexed Application Form.

Student means the student referred to in the annexed Application Form.

Termination means termination of the Agreement and includes termination by the School expelling or excluding the Student.

Tuition means the education of the Student at the School or, in appropriate circumstances, education provided to the Student by the School through online, remote or distance learning.

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.

Welfare Issue means any situation where the School holds a concern about the Student's safety or wellbeing, or where the School considers it cannot meet its obligations under the Code and/or the Act with respect to the Student's health and safety for any reason.

Preliminary Provisions

2. The Agreement is declared to be a contract of enrolment in terms of section 10 of the Act.
3. The School shall provide Tuition to the Student in line with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.

Terms of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student starts on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student for the renewed term.
6. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School organised trip the School's responsibility for the Student shall end upon the

Student's departure and resume upon the Student returning to New Zealand.

7. This Agreement is considered to be written agreement from the Parent that the School is not responsible for the Student's day-to-day care where the student is in the custody of a Residential Caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purpose of supervising them during the Period of Enrolment.
8. The School is not responsible for the Student's day-to-day care where the Student is in the custody of a person approved by the Parent as part of a transfer-of-care arrangement during enrolment made in accordance with the Code.
9. During the Period of Enrolment the Student must keep the School reasonably informed of their whereabouts including if the Student intends to leave New Zealand during the Period of Enrolment.

Accommodation

10. The Parents and Student agree that no changes to accommodation arrangements will be made without the prior written agreement of the School.
11. The Parents and the Student agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.
12. The Parents irrevocably 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, and is not 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 2020 to obtain access to and request corrections of any personal information held by the School concerning them.
- (h) Under the Privacy Act 2020, 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) Where necessary to carry out any process under this Agreement, or to make any decision concerning the Student, the School may disclose personal information to any person, including immigration authorities, airlines, and travel agents.
- (k) 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, Welfare, 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 Action 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. Without limitations, 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 Investigation 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.
31. The School may terminate this Agreement if there is a Welfare Issue and the School forms the view that it cannot reasonably continue to meet its obligations under the Code or the Act with respect to the health and wellbeing of the Student within the School.
32. Where appropriate, the School will follow the process set out in the Investigation Policy which is annexed to this Agreement as Schedule Two when exercising the power in clause 31 of this Agreement, but nothing in this Agreement shall limit the power of the School to take urgent action, including terminating this Agreement or sending the Student home, where it considers that it is necessary to do so.

General Matters

33. 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.
34. 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 1996 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.

35. 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.
36. Notices may also be given by sending an email to the email addresses specified on the first page of this Agreement and will be considered to have been received twelve (12) hours after it has been sent.
37. This Agreement contains the entire understanding between the parties. The terms of the Agreement may only be changed by the School in consultation with the Student, and Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.
38. The School shall at all times comply with the Health and Safety at Work Act 2015.
39. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
40. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
41. 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.
42. 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.
- 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 Girls' 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 Girls' High School uniform correctly and with pride.
- 2.7 To uphold the reputation of Palmerston North Girls' 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 be convicted of a criminal offence.
- 3.8 To prevent others from learning.
- 3.9 To disobey other rules or procedures concerning behaviour or safety in current practice in the School.
- 3.10 To own or drive a car while an International Student attending the School.
- 3.11 To possess or use any weapon or offensive or dangerous instrument.
- 3.12 To use inappropriate language, view or distribute inappropriate live streamed videos of acts of violence, terrorism or the like

4. Uniform Code:

- 4.1 The Palmerston North Girls' High School uniform shall be kept clean, tidy and in good repair and worn correctly at all times.
- 4.2 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 blouse front.
- 4.4 Earrings should be small and worn one on each ear. No other jewellery, make-up or nail polish is to be worn.

4.5 There will be:

- No dyed hair
- No extreme hairstyles
- No graffiti-covered school bags
- No jewellery other than a small earring on each ear

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

5. In General:

- 5.1 Girls 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 Girls 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 Board of Trustees. This will normally be when the Principal has suspended a student.
- 6.2 The Board will consider the Principal'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 Girls' 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 Girls' High School undertakes to notify the student and parents that absence levels are unacceptable to enable the situation to be rectified.

Investigation Policy

(Schedule Two)

1. The following is the School's current policy for dealing with Disciplinary Actions and Welfare Issues. This is not intended to restrict the School's general powers relating to 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 investigation process (the Investigation Process).
3. In Stage One, the School will investigate and determine the facts of the situation being considered (**the Situation**), and will reach a conclusion on what happened and whether there is a Welfare Issue or an incident that requires Disciplinary Action or the termination of the Agreement.
4. During Stage One of the Investigation Process, the Student will have an opportunity to provide a response to any subject matter being investigated or to any allegation made concerning the Situation.
5. In Stage Two, if the School has determined some response is required, the School will consider the appropriate outcome for the Situation, up to and including termination of the Agreement.
6. During Stage Two of the Investigation Process, the Student will have an opportunity to provide a response to the Situation and any proposed outcome that the School is considering taking (**the Proposed Action**).
7. This policy does not limit the School's power to take appropriate action urgently and without following the Investigation Process if this is necessary having regard to the seriousness of the Situation. Such a determination may be made at any point during the Investigation Process.
8. This policy also does not limit the School's power to suspend the student for the duration of the Investigation Process where suspension is considered necessary for the safety or education of any person.

General Policy

9. When the School is conducting an investigation involving the Student it will endeavour to provide the Student with the following:
 - (a) a written summary of the Situation (as it understands it) or the Proposed Action;
 - (b) an opportunity to respond to the Situation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
 - (c) an opportunity to consider the Situation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Situation 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 Situation or Proposed Action;
 - (e) an opportunity to have an independent support person of his or her choice present at any meeting relating to the Investigation Process;
 - (f) an opportunity to meet with that support person in private at any stage during the Investigation Process;
 - (g) an opportunity to have a translator present (or otherwise facilitate the student participating in the Investigation 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 Investigation Process.

Stage One: Incident Investigation

10. 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 Action or which may constitute a Welfare Issue, the School will notify the Student of the Situation and will provide the Student with an opportunity to give a response.

11. Where appropriate, having regard to the seriousness of the Situation, 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 Situation.
12. When the School makes a decision about the Situation it will advise the Student and Parent, in writing if possible, about its conclusion as to what happened and whether it considers that it requires some kind of formal response – whether Disciplinary Action, Termination or other intervention.

Stage Two: Outcome Discussion

13. If the School determines that a formal response is required, it will advise the Student and Parent of the possible actions that it will consider taking in response to the Situation and will provide the Student and Parents with an opportunity to give a response.
14. Where appropriate, having regard to the seriousness of the Situation, 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 action to be taken.
15. When the School makes a decision about the action that it will take in response to the Situation it will advise the Student and Parents of its decision, in writing if possible. The 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)

Requests for a refund of international student fees

1. The School will consider all requests for a refund of international student fees. Requests should be made in writing to the School as soon as possible after the circumstances leading to a request. All refunds will be settled under the terms of this policy unless otherwise agreed by the School.
2. A request for a refund should provide the following information to the School:
 - a. The name of the Student;
 - b. The circumstances of the request;
 - c. The amount of refund requested;
 - d. The name of the person requesting the refund;
 - e. The name of the person who paid the fees;
 - f. The bank account details to receive any eligible refund including bank address and swift code where relevant; and
 - 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 a student. Students and Parents 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.
 - d. **Used Homestay Fees:** Homestay fees paid for time the Student has already spent in a Homestay cannot be refunded. Used Homestay fees may also include a notice period of two weeks.
 - e. **Portion of Unused Tuition Fees:** The School may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the School and may vary.

Requests for a refund for failure to obtain a study visa

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

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

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

Requests for a refund for voluntary withdrawal from enrolment of more than one term:

7. If the Student voluntarily withdraws **21 days or more before the start date of enrolment**, a refund will be provided less any non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.
8. If the Student voluntarily withdraws **less than 21 days before the start date of enrolment**, other than where they have failed to obtain an appropriate visa and have provided evidence of this, a refund will be provided less a minimum of 10 weeks' tuition fees and any other relevant non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.
9. If a Student voluntarily withdraws after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. The notice period will begin the day after the School receives written notice of the Student's intention to withdraw from enrolment and the student may continue to attend school during the notice period.

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

10. 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.
11. For the avoidance of doubt, this clause does not apply where the format of the education provided by the School changes (for example delivery by remote learning), but where the School continues to offer education for international students.

Other circumstances where a refund request may be considered:

Where a student's enrolment is ended by the School

12. In the event the Student's enrolment is ended by the School for a breach of the contract of enrolment or as a consequence of a Welfare Issue, then 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; and
 - c. Any other reasonable costs that the School has incurred in ending the Student's enrolment

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

13. If a Student changes to a domestic student after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. The notice period will begin the day after the School receives written notice that the Student has obtained a visa permitting them to change to domestic-student status.

Where a Student voluntarily requests to transfer to another signatory

14. If a Student requests to transfer to another signatory after the commencement of their enrolment, a minimum of 10 tuition weeks of prior notice is required. The notice period will begin the day after the School receives written notice that the Student requests to transfer to another signatory.

Refund of other fees

Requests for a refund of Homestay fees

15. If for any reason, the Student withdraws after their stay in a School Homestay, any unused Homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
16. Where the 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

17. Except by written request from a Student or their Parent, prepaid fees unused at the end of enrolment amounting to less than NZD\$50.00 will be refunded to the Student in cash. Sums greater than NZD\$50.00 will be refunded into a nominated bank account.

Outstanding activity fees or other fees

18. 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

19. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.

Rights of families after a decision regarding a refund has been made

20. A decision by the School relating to a request for a refund of fees will be provided to the student or 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; and
 - c. Details of non-refundable fees.
21. In the event the Student or the Parent is dissatisfied with a refund decision made by the School or is dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the International Student Disputes Resolution Scheme or to make a complaint to the Code Administrator.

EDUCATION OUTSIDE OF THE CLASSROOM (EOTC) CONSENT FORM

This EOTC consent form is to cover participation in all low risk Education Outside the Classroom opportunities that occur within a 30 minute drive of 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.

It is important that this form is completed at the start of the year 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.**

This EOTC consent applies for the duration of your daughter's time at PNGHS.

MEDICAL CONSENT

- ☐ In an emergency, school may act on my behalf
- ☐ School may administer pain relief
- ☐ I agree that if prescribed medication needs to be administered, a designated adult will be assigned to do this. I will ensure that prescribed medication is clearly labelled, securely fastened and handed to the designated adult with instructions on its administration.
- ☐ I will inform PNGHS as soon as possible of any changes in the medical or other circumstances between now and the commencement of an event.
- ☐ I agree to my child receiving any emergency medical, dental, or surgical treatment, including anaesthetic or blood transfusion, as considered by the medical authorities present.
- ☐ Any medical costs not covered by insurance will be paid by me.
- ☐ If my child involved in a serious disciplinary problem, including the use of illegal substances and/or alcohol, or actions that threaten the safety of others, she will be sent home at my expense.

STUDENT CONTRACT

- ☐ I understand that any EOTC event is an opportunity for me to learn, practise skills and gain attitudes and values in an environment outside the classroom.
 - ☐ I realise that this requires me to take on genuine responsibility for my own learning and the safety and that of myself and others.
- ☐ I agree to do the following to make this happen:
 - ☐ Show courtesy and consideration for others; Follow the rules and instructions of staff and other supervisors at any event; Take part in all activities within challenge-by-choice options; Look after myself and my personal belongings; Declare medical conditions that could affect participation in the event; Accept the rules set by the school for any event, even if they are different from what is accepted at home.
- ☐ I understand that my parent/caregivers will be contacted and I may be sent home at their expense if:
 - ☐ My actions are considered unacceptable by staff; I break the school drugs and alcohol policy; My actions put me or others in any danger.

PARENTAL CONSENT

- ☐ I agree to my child taking part in EOTC events. I acknowledge the need for them to behave responsibly.
- ☐ I understand that there are risks associated with involvement in EOTC events and that these risks cannot be completely eliminated.
- ☐ I understand PNGHS will identify any foreseeable risks or hazards and implement correct management procedures to eliminate or minimise those risks.
- ☐ I understand that my child will be involved in the development of safety procedures. I will do my best to ensure that my child follows these procedures.

- I acknowledge that in order to gain a better understanding of the risks involved I am able to ask any questions of PNGHS about the activities in which my child will be involved. I recognise that participation in such activities is voluntary and not mandatory. My child and I both understand that they may withdraw from the activity if they feel at risk. This must be done in consultation with the person in charge.
- I understand that PNGHS does not accept responsibility for loss or damage to personal property (either my child's property or damage to other's property caused by my child) and that it is my responsibility to check my own insurance policy.

AUTHENTICITY DECLARATION

A large amount of student work is internally assessed at secondary school level.

PNGHS acknowledges that when preparing assignments it can be appropriate for people to learn from others and gather information from a variety of sources, e.g. books, Internet etc. Teachers must be satisfied that the work produced is that of the student. Work must not be copied, except direct quotes, which must be acknowledged.

Students are responsible for:

- Keeping all drafts and working documents. They may be required to hand these into the teacher.
- Being prepared to discuss their work with their teacher if required.
- Meeting checkpoints established by their teacher.
- Keeping a record of the resources they are using.
- Acknowledging all sources (print, Internet etc.) appropriately using the school referencing Guidelines.
- Being organised, so that they do not run out of time and be tempted to use someone else's work.

Students must not:

- Copy another student's work.
- Allow another student to copy their work.
- Allow someone else to complete the work for them.
- Copy word for word from another source.
- Quote or use material from written or electronic sources without acknowledging the source (plagiarism).
- Submit work that has already been assessed for another standard (in the same or a different subject).

The school asks that caregivers discuss with the student the importance of producing work that is their own. The consequence of copying the work of others and passing it off as their own is serious; the work will be ruled ineligible for credit/achievement.

ICT RESPONSIBLE USE AGREEMENT

Palmerston North Girls' High School Responsible Use Student Agreement

When using information & communications technologies (ICT) at Palmerston North Girls' High School I will always be a good digital citizen. This means that:

- **I will help others to become better digital citizens.**

Being a good digital citizen is something that we all have to work at. If I know that my friends are having problems online, I will try to help them. If I see that someone is being unfairly treated online then I will speak up rather than just watch it happen.

- **I will always communicate with others in positive, meaningful ways when using ICT.**

I will always talk politely and with respect to people online. I know that it is possible to bully, hurt or offend people with what I say and do on the internet. I will think about the effect that my actions have on other people.

- **I will be honest and fair in all of my actions using ICT.**

I will never do anything online that I know will hurt anyone. I will make sure what I do is not against the law. I will make sure that my actions don't break the rules of the websites or networks that I use. When I am not sure about what I am doing I will ask for help.

- **I will always respect people's privacy and freedom of speech online.**

I understand that some information is private. I will be careful when using full names, birthdays, addresses and photos of other people and of myself. I will take reasonable steps to keep my passwords secure. I also know that I will not always agree with what people say online but that does not mean I can use it as an excuse to be unkind to them.

- **I will be able to speak the language of digital technologies.**

When people talk online the things they say can be quite different from a conversation they might have if they were sitting next to each other. I know that I must try to understand what people are saying before I react to them. If I am not sure, I can ask them or someone else to explain.

- **I understand that I may experience problems when I use technology and that I will learn to deal with them.**

I understand that there will be times when technology may not work as I expected it to, or that people may be mean or unkind to me online. When these things happen, I know that there are acceptable and appropriate ways I can deal with it. I also know there are people I can go to, to get help if I don't know what to do next.

- **I will take steps to protect my privacy and dignity.**

I understand that material I share or access on the internet or by phone could be distributed by others or seen by a wide audience. I will endeavour to learn about and use the privacy settings on social media sites I use, and choose carefully the material I share with others.

Student Declaration

I understand that these guidelines for responsible use are to be followed when using any digital technology while at school or away on any school activity.

I am aware that this may include the use of a device that the school does not own.

I understand that it is every individual's responsibility to ensure that when using ICT their actions are within the law.

This includes research, communications, use of social media, file sharing and any other activity carried out in the context of learning. Actions that could potentially breach the law include:

- Threats or abusive messages via text, email or messaging applications. As well as other applicable laws, these are now covered by the Harmful Digital Communications Act 2015
- Posting or sharing of indecent images. This is covered by the Films, Videos and Publications Classification Act 1993 and subsequent amendments.

Everyone at Palmerston North Girls' High School must comply with New Zealand copyright law as laid out in the Copyright Act 1994.

Some parts of the law, such as the Infringing File Sharing Amendment 2011, make the school accountable for copyright infringements recorded as taking place using the school internet connection. The school may pass on any costs associated with copyright infringements to those responsible.

I understand that Palmerston North Girls' High School may provide me with an email address in the form of username@pnghs.school.nz

I am aware that my actions and use of this address reflects on the school in the same way as my actions reflect on the school when I wear my school uniform. Accordingly, I will ensure my use of this email address is appropriate.

I understand that if I breach this responsible use agreement, I may lose access to school ICT services including the use of the internet, on school owned devices or any personally owned device used at school.

I understand that depending on the nature of the breach, other disciplinary consequences may also be incurred through the normal school discipline system.

Adapted by PNGHS for use from the Netsafe Responsible Use Agreement for Students September 2012 found at www.netsafe.org.nz, and shared under a Creative Commons Attribution-Non-Commercial-ShareAlike New Zealand license

Palmerston North Girls' High School Responsible Use Parent Agreement

I have read the student declaration and have talked with my daughter about what it means to her.

I am happy that my daughter understands what this means, and that she is capable of working within the guidelines.

I understand that digital technologies need to be used responsibly, and that both the school and parents have a major role to play in teaching this responsibility.

Palmerston North Girls' High School defines a digital citizen as someone who;

- contributes and actively promotes the values of digital citizenship
- uses ICT to relate to others in positive, meaningful ways
- demonstrates honesty and integrity in the use of ICT
- respects the concepts of privacy and freedom of speech on a digital world
- is literate in the language, symbols and texts of digital technologies
- is aware of ICT challenges and demonstrates resilience when managing them effectively

I understand that a copy of the student Responsible Use Policy and the Parent Declaration is available online through the school website (www.pnghs.school.nz)

I understand that the school provides access to the internet and other communications technologies because it believes that they enhance the teaching and learning process.

I understand that the school and parents work in partnership to encourage responsible behaviour when using technology to help protect students from experiencing harm.

I am aware that this "Responsible Use Agreement" is part of that, and that it encourages students to consider how their actions can affect themselves and those around them.

If I have any questions or concerns about the way in which technology is being used by my daughter or other PNGHS students, I will contact the school to discuss this.

I know I am welcome to do this at any time

I understand the responsible use guidelines provided to my daughter cover school-owned technology, and any technology used while at school or on a school-related activity.

I understand that this may include the use of devices not owned by the school. The school may choose to monitor how technology is being used.

I understand that my daughter is expected to comply with New Zealand copyright law as laid out in the Copyright Act 1994.

Some parts of the law, such as the Infringing File Sharing Amendment 2011, make the school accountable for copyright infringements taking place using the school internet connection. The school may pass on to those responsible any costs associated with the copyright breach.

I understand that it is my daughter's responsibility to ensure that when using ICT her actions are within the law.

This includes research, communications, use of social media, file sharing and any other activity carried out in the context of learning. Actions that could potentially breach the law include:

- Threats or abusive messages via text, email or messaging applications. As well as other applicable laws, these are now covered by the Harmful Digital Communications Act 2015
- Posting or sharing of indecent images. This is covered by the Films, Videos and Publications Classification Act 1993 and subsequent amendments.

I understand my daughter may be provided with an email address in the form of username@pnghs.school.nz and is expected to use this responsibly.

I understand breaches of this user agreement may result in a loss of access to school ICT services or the use of the internet.

Depending on the nature of the breach, other disciplinary procedures may also be followed.