



## PALMERSTON NORTH BOYS' HIGH SCHOOL

### Tuition Agreement

Agreement to provide tuition services between **Palmerston North Boys' High School** and the applicant.

The applicant has made application for tuition of the Student in New Zealand and wishes the Student to attend **Palmerston North Boys' High School**.

Palmerston North Boys' High School has agreed to enroll the Student subject to the terms and conditions in this agreement.

#### The Provider obligations

4. CODE: **Palmerston North Boys' High School** has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by NZQA. Copies of the Code are available on request from this institution of from NZQA <http://www.legislation.govt.nz/regulation/public/2016/0057/latest/DLM6748147.html>

#### The School's Obligations

- 4.1 **Palmerston North Boys' High School** shall provide tuition in accordance with that accorded to domestic students
- 4.2 **Palmerston North Boys' High School** will assess the student's levels in English and other subjects to determine acceptance and course placement.
- 4.3 **Palmerston North Boys' High School** will only accept international students who live with their parents or are in accommodation approved by the education provider.

**Palmerston North Boys' High School** shall use its best endeavors to ensure the safety, health and well-being of the Student but shall not be liable for:

- 5.1 Any damage or harm caused to the Student or the Student's property while attending the School
- 5.2 Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation
- 5.3 Any damage or harm caused to the Student or the Student's property outside normal school hours. In the case of the Student's property, shall not be responsible for any damage to such property that may occur outside the operating school premises.

#### The Applicant's Obligations

The applicant shall:

- 6.1 Pay to **Palmerston North Boys' High School** the tuition fees in the manner agreed to by both parties
- 6.2 Agree to provide **Palmerston North Boys' High School** with academic, medical or other information relating to the well-being of the Student as may be requested from time to time by the school
- 6.3 The Student will accept and abide by **Palmerston North Boys' High School's** rules and all instructions given by members of staff.
- 6.4 The Student will accept and abide by **Palmerston North Boys' High School's** decisions regarding accommodation suitability and rules regarding accommodation.
- 6.5 The Student will attend the required classes on all occasions when the provider is open unless prevented by illness or other urgent cause.
- 6.6 Accept the right of **Palmerston North Boys' High School** to terminate this agreement and inform the Immigration Service if the student fails to comply with the MOE attendance requirements.

## **Authorisations**

The parents of the Student who have signed the application for tuition on behalf of the Student irrevocably appoint and authorise the Rector of **Palmerston North Boys' High School** (or such other person as may be appointed by the Board of Trustees of **Palmerston North Boys' High School**) to:

- Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information.
- Provide consents in respect of any activity carried out and authorised by **Palmerston North Boys' High School**.
- Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Applicant.
- If applicable, advise the Student's Designated Caregiver of all matters and information required to be provided to parents of any student and agree to appoint the Designated Caregiver as their agents in New Zealand to receive such information in substitution for the Applicant.
- To take whatever steps are necessary to ensure the Student complies with school rules and policies as set down by **Palmerston North Boys' High School**.
- To obtain at any time from any person or entity any information required to process and/or accept the application for tuition or to perform or complete **Palmerston North Boys' High School's** various obligations under this agreement. The applicant authorises any such person to release to **Palmerston North Boys' High School** any personal information that person holds concerning the Student/applicant.

## **Limitations of Liability**

In no event shall **Palmerston North Boys' High School's** liability exceed an amount equal to the amount of tuition fees paid by the applicant.

## **Termination**

- Either party may terminate this agreement with 5 (five) days written notice.
- Upon termination of this agreement, refunds will be made in accordance with **Palmerston North Boys' High School's** refund policy.

## **Miscellaneous**

Nothing in this agreement limits any rights the applicant and/or the Student may have under the Consumer Guarantee Act 1993.

It is acknowledged that the stand-down, suspension and exclusion of students' provisions as set out in Part II of the Education Act 1989 shall apply to the Student in New Zealand. Any decision under these provisions to stand-down, suspend or exclude the Student shall terminate this agreement and the refunds policy will apply. The parents will have no claim for damages for any compensation if this agreement is terminated in these circumstances.

**Force majeure:** Neither party shall be in default or in breach of their obligations under this agreement to the extent that the performance of those obligations is prevented by an event of force majeure. Force majeure means an event beyond the reasonable control of the party seeking to rely on force majeure.

**Governing Law:** This agreement shall be construed and take effect in accordance with the domestic laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this agreement the Applicant irrevocably submits to the exclusive jurisdiction of the Courts of New Zealand, and agrees 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 constituted under the Arbitration Act 1908 within New Zealand on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

## Entire Agreement

This agreement shall consist of:

- The application for tuition in New Zealand;
- The Tuition Agreement including any Schedules annexed thereto (including the refund and fee protection policies and the International Student Information Booklet).
- This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
- The terms of this agreement may be changed at any time by **Palmerston North Boys' High School** in writing to the applicant and any such change in terms shall be notified to the Applicant in writing.
- Notices given in writing will be given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 5 (five) days after posting.

## The Privacy Act

Acknowledges that:

- Personal information of the Applicant and/or Student collected by the Provider and may be held, used and disclosed to third parties to enable the Provider to:
- Process the application for tuition
- Provide tuition to the Student
- Provide the Student and/or Applicant with advice or information concerning products and services the Provider believes may be of interest to the Student and/or Applicant; and
- To enable the Provider to communicate with the Student and/or Applicant for any purpose.
- All personal information provided to the School will be held by the School at Palmerston North Boys' High School, PO Box 4049, Palmerston North, 4410. Phone +643545176, Fax +6463545175, email [international@pnbhs.school.nz](mailto:international@pnbhs.school.nz).
- Failure to provide any information in the application for tuition may mean the School is unable to process the application.
- The Student/applicant has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the Palmerston North Boys' High School concerning them.

**IMMIGRATION:** Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed on their website at <http://www.immigration.govt.nz>.

**ELIGIBILITY FOR HEALTH SERVICES:** Most international students are not entitled to publicly funded health services while in New Zealand. If you receive medical treatment during your visit, you may be liable for the full costs of that treatment. Full details on entitlements to publicly-funded health services are available through the Ministry of Health, and can be viewed on their website at <http://www.moh.govt.nz>.

**ACCIDENT INSURANCE:** The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents, and temporary visitors to New Zealand, but you may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at <http://www.acc.co.nz>.

**MEDICAL AND TRAVEL INSURANCE:** International students must have appropriate and current medical and travel insurance while studying in New Zealand.



## PALMERSTON NORTH BOYS' HIGH SCHOOL

### Code of Conduct

#### 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)



**PALMERSTON NORTH BOYS' HIGH SCHOOL**  
**Refund Policy for International Students**

1. In order to be eligible for any refund the parent or legal guardian must apply in writing to the Board setting out the special circumstances of the claim.
2. If the withdrawal is prior to the Student coming to New Zealand the fees paid will be refunded in full minus a \$500 administration fee. If the student wishes to withdraw after arriving in New Zealand and commencing the subject, course or programme, no refund will be made except where the student returns home due to serious illness of the Student or because of a death or serious illness of a close family member. In that event the refund will be calculated in accordance with paragraph 3.
3. Where the Student withdraws from a subject, course or programme at the School and is eligible to receive a refund, the Board may refund to the person who paid the fees in respect of the subject, course or programme any amount of the fees it thinks appropriate but any such amount will not exceed the sum of the following amounts.
  - I. the Board's best estimate of the cost of the School of providing tuition in the subject, course or programme for one student up to that time.
  - II. an amount that in the Board's opinion reflects the use made by one student in the subject, course or programme of the School's capital facilities.
  - III. the appropriate proportion of the amounts paid by the Board in respect of foreign students, and
  - IV. all other fees prescribed by the Board

Please note no refunds will be made:

- Where students are asked to leave the School because of misbehaviour, poor attendance or violation of the School rules, including those regarding motor vehicles.
- Where students wish to transfer to another school for whatever reason
- Where students return home for any reason other than the student's serious illness or the serious illness or death of a close member of the family.
- Where a student's visa/permit status changes after having enrolled at the School.

**Grievance Procedures**

Palmerston North Boys' High School has established guidelines for students who have a concern, complaint or grievance against the school. The procedure for dealing with such an issue is:

1. International students who consider that they have a concern, complaint or grievance with Palmerston North Boys' High School should in the first instance discuss the concern with the Director – International.
2. If the matter is not resolved to the satisfaction of the student, the student or their authorised agent/representative should then take up the matter with the Rector.
3. If the matter is still not resolved satisfactorily, the student should put their concern in writing to the Board of Trustees of Palmerston North Boys' High School. The Board will then consider the matter and come to a decision.
4. If Palmerston North Boys' High School has not resolved your complaint, and you still wish to have it resolved, then you can contact NZQA. NZQA is a government organisation. They can provide an independent assessment of your complaint and will either investigate your concerns or advise you what you can do next. You can submit your complaint query on the NZQA website, or send an email to [qadrisk@nzqa.govt.nz](mailto:qadrisk@nzqa.govt.nz) If you need more information on the complaints process, contact NZQA on 0800 697 296. <http://www.nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/formal-complaint-form.pdf>
5. If it is a financial dispute – you can contact iStudent Complaints. iStudent Complaints is available to help you resolve financial or contractual disputes with your education provider. There is no cost to you for this service. iStudent Complaints is an independent service with experience in helping people to resolve disputes. You can contact iStudent Complaints on 0800 00 66 75 or DRS online at <http://www.istudent.org.nz/>