



## TIMARU BOYS' HIGH SCHOOL INTERNATIONAL STUDENT TUITION AGREEMENT

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This Agreement shall be signed on behalf of the Student by the parents or guardians of the Student where the Student is under 20 years of age.

School: **Timaru Boys' High School** ["the School"]

Student: \_\_\_\_\_ ["the Student"]

Upon acceptance by Timaru Boys' High School ["School"] of the Student named in the application the following terms and conditions shall apply:

1. The School shall provide tuition in accordance with the New Zealand Ministry of Education Code of Practice for the recruitment, welfare and support of international students.
2. The School shall arrange homestay in accordance with the homestay agreement set out in Schedule 3.
3. The parents or legal guardians of the Student who have signed the application for tuition on behalf of the Student ["parents"] irrevocably appoint and authorise the Rector of the School [or such other person as may be appointed by the School] to:
  - 3.1 Receive information from any person, authority or corporate body concerning, the Student including, but not limited to, medical, educational or welfare information;
  - 3.2 Provide consents in respect of any activity carried out and authorised by the School;
  - 3.3 Receive financial information relating to the Student including bank accounts, debts or income of the Student while in New Zealand;
  - 3.4 Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents;
  - 3.5 Except in so far as is provided for in this Agreement, the legal responsibility, and legal guardianship of the Student shall remain with the parent/guardians. The parents/guardians shall ultimately be responsible for important decisions for the Student while he is in New Zealand;
4. The Parents irrevocably authorise the Rector of the School to advise the Student's homestay hosts of all matters and information pertinent to the Student's life at school, and to receive such information in substitution for the Parents.
5. The Parents agree to provide the School with academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by the School.
6. The School shall use its best endeavours to ensure the safety, health and wellbeing of the Student but shall not be liable for:
  - 6.1 Any damage or harm caused to the Student or the Student's property arising out of the Student's homestay;
  - 6.2 Any damage or harm caused to the Student or the Student's property while attending the School unless the harm was as a result of gross negligence on the part of the School;
  - 6.3 Any damage or harm caused to the Student or the Student's property out of normal school hours and in case of the Student's property, shall not be responsible for any damage to such property that may occur outside the School's premises.
7. Without restricting clause 6. but subject to clause 8, the School's liability in relation to the supply of services to the Parent is limited to the amount of fees paid by the Parent for the provision of the services in respect of which liability arises.
8. Nothing in this Agreement limits any rights the Parents and/or Student may have under the Consumer Guarantees Act 1993.
9. Either party may terminate this agreement at any time upon three weeks written notice. If the agreement is terminated the refunds policy for international students as outlined in Schedule 1 shall apply ("refunds policy").
10. It is acknowledged that the regulations pertaining, to the suspension, exclusion and expulsion of students, as set out in Section 13-18 of the Education Act 1989 and the Education Rules (1999) shall apply to the Student in New Zealand. Any decision under these provisions to expel or suspend the Student for an unspecified period shall terminate this agreement and the refunds policy shall apply. The Parents shall have no claim in damages or for any compensation if this agreement is terminated in these circumstances.
11. 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.

12. 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 Parents irrevocably submit to the jurisdiction of the courts of New Zealand, 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.
13. The Parents agree that the Student will comply with such school rules and policies as are in force from time to time including the school rules for international students set out in Schedules 2A, 2B and 2C.
14. If application for homestay has been made on behalf of the Student then this shall be subject to the undertakings and agreements set out in Schedule 3.
15. Notice given under this agreement must be in writing and given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 10 days after posting.
16. This agreement shall consist of the application for tuition, application for homestay (if required) and this tuition agreement including the attached Schedules 1, 2 and 3. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the agreement may be changed by the School in writing to the Parents and shall continue in force while the Student is enrolled with the School.

The Parents acknowledge that:

- a) Personal information of the Parents and/or Student collected or held by the School is provided and may be held, used and disclosed to enable the School to process the application for tuition, provide tuition and homestay services to the Student, provide to the Student and/or Parents advice or information concerning products and services the School believes may be of interest to the Student and/or Parents and to enable the School to communicate with the Student and for Parents for any purpose;
- b) All personal information provided to the School is collected and will be held by the School at 211 North Street, Private Bag 903, Timaru, New Zealand.  
Phone [64] 3 687 7560  
Fax: [64] 3 688 8219  
E mail:tbhs@timaruboysschool.nz
- c) If the Student/Parents fail to provide any information requested in the application for tuition the School may be unable to process the application;
- d) The Student/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. The Student/Parents authorise the School to obtain at any time from any person or entity any information it requires to process and/or accept the application for tuition or to perform or complete any of the other purposes. Under this Agreement the Student/Parents authorise any such person to release to the School any personal information that person holds concerning the Student/Parent

**EXECUTION:**

- I have read and understood the terms set out in this agreement including the attached schedules and agree to them.
- I acknowledge that the provision of false information or the withholding of relevant information may result in the termination of enrolment.

Signature of Student:

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Signature of Parent:

(If under the age of 18)

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Signature for Timaru Boys' High School:

Designation:

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Date:

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## POLICY ON REFUNDS (SCHEDULE 1)

This policy is based on Section 4B [7] of the Education Amendment [No 4] Act 1991

1. Where at any time an international student withdraws from a subject, course, or programme at a state school, the Board may refund to the person who paid (in respect of the Student's enrolment in the subject, course, or programme) the amount of fees referred in subsection (1) of this section (or the sum of any instalments paid in respect of those fees) any amount it thinks appropriate not exceeding the extent (if any) by which the amount paid exceeds the sum of the following amounts:
  - a. The Board's best estimate of the cost to the Board (including the appropriate proportion of the Board's administrative and other general costs and the appropriate proportion of any initial or start-up costs of the subject course, or programme for one Student up to that time;
  - b. An amount that is in the Board's opinion an appropriate reflection of the use made by the Student receiving tuition in the subject, course or programme of the Board's capital facilities;
  - c. The appropriate proportion of the amount (if any) prescribed under section 40 of this Act for a Student receiving tuition at a state school in the subject, course or programme;
  - d. All other fees (if any) prescribed by the Board.
2. In order to be eligible for any refund the parent/legal guardian must apply in writing to the Board of Trustees, setting out the special circumstances of the claim. In arriving at their decision the Board will take into consideration the special circumstances of the withdrawing student and:
  - a. costs already incurred by the Board
  - b. the salaries of the teachers and support staff and any other components of the fee already committed for the duration of the course
  - c. an amount which covers use of the facilities and resources to date of withdrawal.
  - d. Except in exceptional circumstances, no refund is payable to a Student who withdraws in the second half of the course. In the case of a full year Student the second half of the course commences on the first day of Term Three.

### Explanation

If there is a change of mind before the student comes to New Zealand, full fees are refunded, minus the \$500 administration fee.

If the Student wishes to withdraw after arriving in New Zealand no refund will be made except in the case of:

1. A return home because of the Student's serious illness
2. A return home because of death or serious illness of a close member of the Student's family.

In these cases, under New Zealand law the School must retain amounts to cover costs already incurred. The balance will be returned. Medical evidence must be provided.

Students who are insured with Southern Cross may have the balance of their fees reimbursed by that company.

**NO** refunds will be made where Students are asked to leave the School because of misbehaviour, poor attendance or violation of the rules regarding motor vehicles, alcohol or drugs.

**NO** refunds will be made where Students wish to transfer to another school for whatever reason.

**NO** refunds will be made where students return home for any reason other than the Student's serious illness or death or serious illness of a close member of the family.

**NO** refunds will be made where students acquire Permanent Residence after having enrolled at Timaru Boys' High School.

# TIMARU BOYS' HIGH SCHOOL RULES

## (SCHEDULE 2A)

The Timaru Boys' High School community presumes that boys attending school present well and give their best.

The expectation is that boys get it right –

- right time
- right place
- right gear
- right attitude

The following **rules** provide this guidance.

These rules apply to all situations where you are:

*at school, or travelling between home and school, or at a school function or activity, including school trips, or anywhere in school uniform.*

### 1. To and from School

*We must know where you are at all times. You may not leave school without permission.*

- You must arrive at school by 8.40am or 5 minutes before the start of the school programme. If you arrive late you must sign in at the student office before going to class or assembly.
- Daily routine – there is a warning bell five minutes before the beginning of morning school, end of morning break and before the beginning of afternoon school. This warning bell is a signal to move towards the classroom.
- If you need to leave during the school day for an appointment, or because you have become sick, **you must sign** out at the student office. If you are sick the Student Office will contact your parents. If you return to school that day you must sign back in again before you return to class.
- Boys who normally lunch at school may not leave the school grounds except with the written permission of the Rector or Deputy Rector. If you wish to go home for lunch you must have a lunch pass.
- If you are absent your parent//guardian must ring the Student Office as soon as possible explaining your absence for that day.  
If you are going to be absent on a certain day/days a note by a parent/guardian must be given in advance to your Form Teacher.  
If you want special leave from school a letter addressed to the Rector is required making the leave request.
- Approved reasons for absence are ill-health, bereavement, medical appointment.  
The following are **NOT** approved reasons for absence:-  
driving lessons, employment holiday, assisting parents at home or work.  
If you want special leave from school you must apply in writing to the Rector.
- If you wish to drive to school (Year 12 and 13 students) you must obtain a school vehicle pass. International students **must** be aged 18 years if they wish to drive.
- If you travel in another student's car you require written permission from your parent and the parent of the car owner.

### 2. Appearance

*Timaru Boys' High School chooses to have a uniform as part of the style of education that we provide. The students who choose to be part of our School also choose to accept that wearing our uniform well is part of Timaru Boys' High School values and standards.*

- You must wear school uniform, and wear it correctly. Your socks must be up, shoes polished, and if you wear a T-shirt under your school shirt it must not show. Your short should be no longer than the knee, and shirts tucked in.
- If you need to wear a non-uniform item of clothing, for health reasons, or because part of your uniform is being fixed or replaced, you must take a note from a parent/guardian to the Dean to obtain a uniform pass before Period One.
- You must be clean-shaven. Hair is to be clean, tidy/well groomed (able to be brushed with a standard brush or comb), clear of face and tied back as requested, to the satisfaction of the Rector or his nominees. Artificial hair colouring must be confined to natural hair colours.

- d) No form of jewellery should be visible.
- e) Tattoos must not be visible.

3. **Out-of-Bounds**

*For health, safety and the security of school and private property out-of-bounds areas are well publicised and include:*

- a) All staff car parks.
- b) The hostel (to day boys).
- c) The Hall unless supervised or permission has been given.
- d) All laboratories and technical areas unless supervised or permission has been given.
- e) The swimming pool, unless under adult supervision.

4. **Personal and School Community Safety**

*For your own safety and safety of others you are prohibited to:*

- a) Possess or use cigarettes, matches or cigarette lighter.
- b) Possess or use alcohol, illegal drugs, weapons or pornographic material.
- c) Access, download or send any pornographic, violent or abusive material on the school computer system as outlined in your personal IT contract.
- d) Engage in verbal abuse, foul language, bullying, fighting, gambling, harassment, physical assault, vandalism or theft.
- e) Drop litter or spit on the ground.
- f) Use cellphones or E.E.D.'s (Electronic Entertainment Device) including leaving them on during class, assembly or any other meeting.

**Remember to:**

- g) Report any damage you cause immediately to the Student Office and you will need to fill out a damage report. Damage may have to be paid for.
- h) Treat staff in a respectful manner outside the school, as well as inside.
- i) Play games in a sensible and responsible manner.

5. **Classroom Conduct**

*You are expected to act with courtesy, common sense and consideration for others at all times.*

1. Starting the period :  
Arrive on time --- line up quietly --- enter --- immediately take out all equipment needed for the lesson.
2. During the period:  
Work hard --- follow instructions --- remain in your seat unless instructed otherwise --- raise you hand if you wish to speak to the teacher or the class --- listen to others when they are speaking and wait you turn to speak --- respect others and their belongings --- respect your classroom environment (desks free of graffiti, litter in rubbish bins, use equipment appropriately).
3. Copy down any homework.
4. Your teacher is in charge - you need to follow instructions and directions.

## SCHOOL RULES FOR INTERNATIONAL STUDENTS (SCHEDULE 2B)

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1. Students must abide by the laws of New Zealand.
2. Students must be at school punctually by 8:30 each day, showing a willingness to learn and achieve to their very best potential. Chronic absenteeism will result in the student's dismissal from school. A doctor's certificate is required for any absences longer than three days. Students must seek permission if they are going to be absent for any reason.
3. Rude or rebellious behaviour will not be tolerated.
4. Students are to comply with the reasonable instructions of the school.
5. In accordance with New Zealand law and in the interests of student safety, all road rules must be obeyed, including the wearing of safety helmets.
6. Smoking is not permitted on the school premises at any time. Smoking at any time in school uniform is not permitted.
7. No alcoholic liquor is permitted on the school premises at any time.
8. No illegal drugs are permitted on school premises at any time. School authorities will also take a very serious view of students involved with drugs outside the school. The student visa may be revoked if a student is caught in possession of illegal drugs.
9. Regulation uniform must be worn in a tidy manner at all times.
10. Students are to respect term dates. All holiday travel should be within school holiday time only. Extension of travel time must be sought from "The School" prior to departure.
11. Students are not permitted to go flatting while students at Timaru Boys' High School.
12. It is a condition of enrolment at Timaru Boys' High School that students may only drive with a valid and full New Zealand licence upon reaching the age of 18 years. They must first obtain permission to drive from both the "Parent/Guardian/Agent" (in writing) and from the Rector. Students enrolled at the school are not permitted to drive on an international licence or a licence from their own country.
13. Students must sign a School Internet Agreement.
14. Sexual misconduct will not be tolerated.
15. It is also a condition of enrolment that students have adequate travel insurance covering medical and personal effects. This can be arranged through the school. The school can accept no responsibility for medical expenses incurred by students.
16. Students must abide by the school regulations which apply to all other students attending Timaru Boys' High School.
17. You are expected to participate fully in school life
18. School attendance records must show 90-100% Attendance
19. Late attendance to class will not be tolerated.
20. Fortnightly notes must show an average of 3.5

## HOMESTAY AGREEMENT (SCHEDULE 2C)

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1. I guarantee the good behaviour of the student in New Zealand. I understand that unacceptable behaviour on the part of the student in homestay may lead to termination of the student's enrolment at Timaru Boys' High School.
2. I undertake to pay \$240 per week, to be paid in an annual lump sum to the School to cover board payments. Timaru Boys' High School will make payments to the homestay. I understand that the weekly payment of \$240 includes a \$20 levy for administration.
3. I understand that the student may not make national or international telephone calls from the homestay premises unless the charges are reversed. If any such calls are made I guarantee to reimburse the homestay for any costs.
4. I undertake that the student will not leave the homestay for another permanent address without the knowledge and permission of the homestay supervisor. Flatting is not permitted.
5. I undertake that the student will give the school at least three weeks' notice before leaving the homestay. The student will pay 3 weeks board from the date of giving notice to the school, whether or not he remains in the homestay during that period.
6. I understand that the school may communicate personal information relating to the safety and well-being of the student to the homestay parents.
7. I understand that the homestay parents may communicate personal information relating to the safety and well-being of the student to the school.
8. I accept that when the student stays away from the School the adults caring for him shall be allowed to set such rules and conditions necessary for the care, safety and control of the student as determined in the "Homestay Responsibilities". At all times, Host Families or School staff shall determine what are safe times and conditions for the student to visit shops, restaurants, theatres and other places of entertainment or social gatherings in the Timaru area.
9. The student will always inform the hosts as to his whereabouts, what time he will be home and leave a contact phone number. The student will always telephone the host family if they will be late or if they do not require an evening meal.
10. The School Internet agreement also applies within the homestay situation. Access to pornographic/inappropriate sites is not permitted. If a student wishes to connect to the Internet in the homestay, he must be willing to pay for connection to an Internet Guardian if required.
11. Students must have the school travel form completed by the "Parent/Guardian/Agent" and the homestay family before travel plans outside of Timaru are made. Permission of the School is essential.
12. The student must keep his room tidy, assist in the family home when asked and be an active participant in family life
13. Should there be a serious breach of any of the rules referred to in this contract then his education may be immediately terminated, and the student immediately returned to his own home. **There shall be no refund of school or other fees. The cost of travelling home shall be paid by the parents/guardians.**
14. 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 Parents irrevocably submit to the jurisdiction of the courts of New Zealand, agree that proceedings may be brought before any court including any forum constituted under the Arbitration Act 1908 within New Zealand and waives 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.