

## TUITION AGREEMENT

This Agreement shall be signed on behalf of the Student by the parents or legal guardians of the Student.

School:           Howick Intermediate School (“the school”)

Student \_\_\_\_\_ (“the student”)

1.     The school shall provide tuition to the student in accordance with the New Zealand Ministry of Education Code of Practice and the laws of New Zealand in return for an annual fee of \$12,000.
2.     The student shall comply with the rules and policies of the school and with the reasonable instructions of the teachers of the school.
3.     The parents or guardians of the student (“the parents”) authorise staff of the school to:
  - 3.1    Receive information from any person, authority or corporate body concerning the student, including, but not limited to, medical, educational and welfare information.
  - 3.2    Receive financial information relating to the student including bank account details, debt and/or income details of the student.
  - 3.3    Provide consents in respect of any activity carried out and authorised by the school; and
  - 3.4    Provide necessary consents on the student’s behalf in the event of a medical emergency where it is not reasonably practicable to contact the parents.
4.     The parents irrevocably authorise the principal of the school to advise the student’s homestay hosts of all matters and information required to be provided to parents of any student under the laws of New Zealand. The parents irrevocably authorise the school to obtain information regarding the student from the homestay hosts. The parents agree to appoint the homestay hosts as their agents in New Zealand to receive and provide 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 any damage or harm caused to the student or the student’s property. In addition, the school shall have no responsibility for the student outside of school hours.

**Health and Travel Insurance:** Most students are not entitled to publicly funded health services whilst in New Zealand unless they are:

  - A resident or citizen of Australia; or
  - A national of the United Kingdom in New Zealand; or
  - The holder of a temporary permit that is valid for two years or more.

If you do not belong to one of these special categories and you receive medical treatment during your visit, you will be liable for the full cost of that treatment. We require you to have insurance that will cover the cost of

medical treatment in New Zealand for the duration of your stay in New Zealand. We also require you to obtain insurance to cover your travel to and from New Zealand. As part of our enrolment procedure we will seek confirmation that this provision has been made.

7. In any event, the school's liability in relation to the supply of tuition services to the student is limited to the amount of fees paid by the student for the provision of the services in respect of which liability arises.
8. Nothing in this agreement limits any rights to parents and/or the student may have under the Consumer Guarantees Act 1993.
9. Either party may terminate this agreement at any time upon two weeks' notice being given to the other party. If the agreement is terminated the refunds policy for international students shall apply ("refunds policy"). The parents confirm that they have received, read and understood the Refunds Policy.
10. It is acknowledged that all relevant provisions of the Education Act 1989 shall apply to the student in New Zealand. Any decision under these provisions to suspend the student for a specified 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 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.
12. This agreement shall be construed and take effect as a contract made in New Zealand and will be governed by New Zealand law, and the student and parents submit to the exclusive jurisdiction of the New Zealand courts.
13. Notices 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 5 working days after posting.
14. This agreement contains all of the terms, representations and warranties made between the parties and supersedes all prior discussions and agreements covering the subject matter of this agreement.
15. The parents and the student 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/or parents for any purpose:
  - b) All personal information provided to the school is collected and will be held by the school at Botany Road, Howick, phone: 534-3922, fax 534-9223.
  - 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) 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>
  - e) 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.
  - f) The parents and the student agree that the student shall remain in homestay accommodation that is organised by the school for the term

of this agreement. The parents and the student confirm that they have received a copy, read and understood the Homestay Applicant Student Information, Terms and Conditions. **(DELETE THIS SECTION IF NOT APPLICABLE & COUNTERSIGN).**

## **EXECUTION**

I have read and understood the terms set out in this agreement including the attached schedule and agree to them.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/legal guardian

Full Name: \_\_\_\_\_

“Howick Intermediate School has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Ministry of Education. Copies of the Code are available on request from the International Coordinator or from the New Zealand Ministry of Education website at <http://www.minedu.govt.nz>”.