



# WAINUIOMATA HIGH SCHOOL TUITION AGREEMENT

If Wainuiomata High School ("High School") accepts the student named in the application

\_\_\_\_\_ ("Student") for tuition in New Zealand, the following terms and conditions shall apply:

1. The High School shall provide tuition in accordance with the New Zealand Ministry of Education Code of Practice for the Pastoral Care of International Students and the laws of New Zealand in return for an annual fee of \$NZ11,800.
2. The High School shall arrange homestay accommodation for the student. This shall not apply if the Student has made other arrangements in New Zealand for homestay in which case it is agreed the High School shall have no responsibility for the Student outside of school hours.
3. The parents or guardians of the Student who have signed the application for tuition on behalf of the Student ("Parents") irrevocably appoint and authorise the Principal of the High School (or such other person as may be appointed by the High School to carry out the Principal's duties) 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 High 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.
4. The Parents irrevocably authorise the Principal of the High School to advise the Student's homestay hosts (whether or not arranged through the High School) of all matters and information required to be provided to parents of any student under the Education Act 1989 and agree to appoint the homestay hosts as their agents in New Zealand to receive such information in substitution for the Parents.
5. The Parents agree to provide the High School with academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by the High School.
6. The Parents agree that, should the student withdraw from the course of study at Wainuiomata High School, after arriving in New Zealand but before commencing the course, no refund will be made unless the student meets the Refunds Policy criteria.
7. The High School shall use its best endeavours to ensure the safety, health and wellbeing of the Student but shall not be liable for;
  - 7.1 Any damage or harm caused to the Student or the Student's property arising out of the Student's homestay (whether or not such homestay was arranged by or through the High School);

- 7.2 Any damage or harm caused to the Student or the Student's property while attending the High School unless the harm was as a result of gross negligence on the part of the High School;
- 7.3 Any damage or harm caused to the Student or the Student's property outside of normal school hours and in the case of the Student's property, shall not be responsible for any damage to such property that may occur outside the High School premises.
8. Without restricting Clause 6, but subject to Clause 8, the High School's liability in relation to the supply of 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.
9. Nothing in this Agreement limits any rights the Parents and/or Student may have under the Consumer Guarantees Act 1993.
10. Either party may terminate this agreement at any time upon two weeks written notice. If the agreement is terminated the refund policy for international students as outlined in Schedule 1 shall apply ("refunds policy").
11. It is acknowledged that the suspension, expulsion and exclusion of Student's 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 expel or suspend the Student for a specified period shall terminate this agreement and the refund policy shall apply. The Parents shall have no claim in damages or for any compensation if this agreement is terminated in these circumstances.
12. 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.
13. 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 students and parents submit to the exclusive jurisdiction of the New Zealand courts.
14. The Parents agree that the Student will comply with school rules and policies.
15. 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 five working 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 Schedule 1. 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 High School in writing to the Parents and shall continue in force while the Student is enrolled with the High School.
17. The Parents acknowledge that:
- (a) Personal information of the Parents and/or Student collected or held by the High School is provided and may be held, used and disclosed to enable the High 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 High School believes may be of interest to the Student and/or Parents and to enable the High School to communicate with the Student and/or Parents for any purpose;

- (b) All personal information provided to the High School is collected and will be held by the High School at Parkway, Wainuiomata, phone 939 7015 and fax 939 7016);
- (c) If the Student/Parents fail to provide any information requested in the application for tuition, the High 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 High School concerning them.

The Student/Parents authorise the High 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 and of the other purposes under this Agreement. The Student/Parents authorise any such person to release to the High School any personal information that person holds concerning the Student/Parents.

18. Students are expected to follow the laws of New Zealand and if a student is found to be taking illegal substances, whether during school time or out of school time, the student will be sent home and the refund policy will apply.

19. Students are not permitted to drive at any time whilst studying at Wainuiomata High School.

#### **EXECUTION**

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

*(student (if 20 years or over) or Parent in all other cases)*

Full name \_\_\_\_\_

Relation to Student \_\_\_\_\_

*(where signed by person other than Student)*

Please also initial the attached schedule.