

NEWTON CENTRAL SCHOOL



TUITION AGREEMENT

If Newton Central School ("School") accepts the student named in the application for tuition ("Student") in New Zealand, the following term and conditions shall apply:

1. The 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 School or from the Ministry of Education website at www.education.govt.nz.
2. 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.
3. The School will only accept International Students who live with Parents or Legal Guardians.
4. The parents or guardians of the student who have signed the application for tuition on behalf of the Student irrevocably appoint and authorize the Principal of the School (or such other person as may be appointed by the School to carry out the Principal's duties) to :
 - 4.1 Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information.
 - 4.2 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.
5. The Parents or Legal Guardians agree to provide the 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. 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 while attending the School unless the harm was a result of gross negligence on the part of the school.
 - 6.2 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 School's premises.

7. Without restricting clause 5 but subject to clause 7, the School's liability in relation to the supply of services to the Student is limited to the number 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 the Parents or Legal Guardians and/or Student may have under the Consumer Guarantees Act 1993.
9. Either party may terminate this agreement at any time upon 5 days' written notice. If the agreement is terminated, the Refunds Policy for international students shall apply.
10. 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 refunds policy shall apply. The Parents or Legal Guardians shall have no claim in damages 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 or Legal Guardians irrevocably submit to the jurisdiction of the courts of New Zealand, agreed 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 which have been brought in an inconvenient forum.
13. The Parents or Legal Guardians agree that the Student will comply with behaviour plan and policies for International Students set out in the Prospectus.
14. 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 days after posting.
15. This agreement shall consist of the Application for Tuition and this Tuition Agreement including the International Student Fees and Domestic Status Policy, Refund Policy. This agreement contains the entire understandings 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 or Legal Guardians and shall continue in force while the Student is enrolled with the School.

The Parents or Legal Guardians acknowledge that:

1. Personal information of the Parents or Legal Guardians 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 to the Student, provide to the Parents or Legal Guardians advice or information concerning products and services the School believe may be of interest to the Parents or Legal Guardians and to enable to School to communicate with the Parents or Legal Guardians for any purpose.
2. All personal information provided to the school is collected and will be held by the School at 15-19 Monmouth Street, Grey Lynn, Auckland. Phone (09) 378 6883, email : admin@newton.school.nz
3. If the Parents or Legal Guardians fail to provide any information requested in the application for tuition, the School may be unable to process the application.
4. The Parents or Legal Guardians 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.
5. The Parents or Legal Guardians acknowledge that they have been advised to take out appropriate medical insurance.
6. The Parents or Legal Guardians authorize 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 the Agreement. The Student/Parents authorize any such person to release to the School any personal information that person holds concerning the Student/Parents.

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>

EXECUTION :

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

Parents or Legal Guardians please sign : _____ **Date** _____

Full Name _____

Relation to Student _____

(Designation : Parents or Legal Guardians)