

## TUITION AGREEMENT

Student's name \_\_\_\_\_

Thank you for your application.

To allow Horowhenua College to process an Offer of Place the following conditions apply:

1. The School will observe and be bound by the Ministry of Education's Code of Practice for the Pastoral Care of International Students ("Code"). Copies of the Code are available on request from the school or the Ministry of Education website at <http://www.minedu.govt.nz/goto/international>
- 1.1 The school shall provide tuition in accordance to that offered to domestic students.
2. The School shall arrange home stay accommodation in accordance with the Horowhenua College Home Stay Agreement.
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 Principal of the School (or such other person as may be appointed by the 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 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 School to advise the Student's home stay hosts of all matters and information required to be provided to parents of any student under The Education Act 1989. The school will also communicate such information to the student's parents/guardians.
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 (whether or not such home stay was arranged by or through the School).

- 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 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 6, but subject to Clause 8, the 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.
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 two weeks 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 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 1908 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 school rules and policies including the school rules for international students.
14. If application for home stay has been made by or on behalf of the Student then this shall be subject to the undertakings and agreements set out in the Home Stay Agreement.
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 days after posting.
16. This agreement shall consist of :

16.1 The Application for Tuition

16.2 The Tuition Agreement including any Schedules annexed thereto, including; the Refund Policy, Fee Protection Policy and International Student Information Booklet. 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.

17. 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 home stay 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 Weraroa Road, PO Box 544, Levin (Phone 06 368 6159).
- (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.
- (e) (Items specific to this application may be detailed here)

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 and 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/Parents.

## **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/Legal Guardian)**

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

**Relation to Student:** \_\_\_\_\_  
**(where signed by person other than Student)**