



INTERNATIONAL TUITION CONTRACT

AGREEMENT between: **K A I A P O I H I G H S C H O O L** (the School)

AND _____ (the Parent / Agent / Guardian)

TO PROVIDE TUITION FOR: _____ (the Student)

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.
- 1.1 The above parties contract that the School will provide tuition services to the Parents of the student. The parties acknowledge that _____ (the student) will receive the tuition services but is not a party to this contract.
- 1.2 This agreement shall consist of the Application for Tuition, this contract including the attached Schedules One and Two. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of this 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.
2. The Parents of the student 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:
 - 2.1 Receive information from any person, authority or corporate body concerning the student including, but not limited to, medical, educational or welfare information.
 - 2.2 Provide consents in respect of any activity carried out and authorised by the School.
 - 2.3 Ask for and receive financial information relating to the student including bank account, debts or income of the student while in New Zealand, where the School may believe this to be necessary for the wellbeing of the student.
 - 2.4 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 practical to contact the Guardian or Parents.
3. The legal responsibility and legal Guardianship of the student shall remain with the Parents. The Parents shall be ultimately responsible for the important decisions for the student while s/he is in New Zealand.
4. The Parents 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.
5. Kaiapoi High School shall use its best endeavours to ensure the safety, health and wellbeing of the student but shall not be liable for:
 - 5.1 Any damage or harm caused to the student or the student's property arising out of the student's accommodation arrangements or while attending the School or outside of normal school hours.
6. The School's liability in relation to the supply of goods and services to the Parents is limited to the amount of fees paid for any one year's, or part-thereof, tuition.
7. The Parents agrees to pay all tuition fees and additional charges as may from time to time be levied by the school.
8. The Refund Policy for Kaiapoi High School is based on Section 4B (7) of the Education Amendment Act (N. 4) 1991.
 - 8.1 In order to be eligible for any refund the Parents must apply in writing to the School.
 - 8.2 If notice of cancellation is received in writing two weeks before the start of the course, full tuition fees will be refunded, less any agency fees. The School reserves the right to deduct an administration cost of \$250.
 - 8.3 If the Parents wish to cancel the student's further study after the course has started, the following will be deducted:
 - a) administration costs
 - b) agent's commission
 - c) at least one term's fees
 - 8.4 Except in exceptional circumstances, no refund will be payable to the Parents who withdraws the student in the second half of the course. In the case of a full-time student, this would be at the commencement of Term 3.
 - 8.5 No refunds will be made to the Parents whose student is asked to leave the School because of misbehaviour, poor attendance or violation of the New Zealand law, including traffic laws.
 - 8.6 No refunds will be made to the Parents who wish to transfer the student to another school for whatever reason without the approval of the School.

- 8.7 No refunds will be made to the Parents who acquire Permanent Residence for the student after enrolment.
9. 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 beyond the reasonable control of either party.
10. The Parents agree that the student will comply with the School Rules as set out in Schedule One, and the Homestay Rules, as set out in Schedule Two. The School retains the right to amend the rules and policies from time to time.
11. Notices given under this agreement must be in writing and given to the addresses set out in the application forms. Those sent by fax shall be deemed to have been received five days after faxing.
12. Parents must advise the International Department of any change of address, phone number or home circumstances.
13. The Parents acknowledge that they do not reside in New Zealand, and agree to inform the school of the dates of their trips to New Zealand. (The School may need this information for accounting purposes).
14. The Parents acknowledge that:
- 14.1 All personal information provided to the School is collected and will be held by The School.
- 14.2 Personal information about the parents or the 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;
 - to provide tuition and associated services for the Parents, or advice or information concerning products and services that the School believes may be of interest to the parents;
 - to enable the School to communicate with the parents as the School sees fit.
- 14.3 The Parents have the right under the New Zealand Privacy Act 1993 and amendments, to obtain access to and request corrections of any personal information held by the School concerning them.
15. The term of this agreement is for the current academic year only.

Execution

Signed: _____
Parents or Guardian/Agent on behalf of the Parents

Date: _____

Please also fill in and sign the following documents:

Schedule One (Rules for International Students attending the School)

Schedule Two (Conditions for Homestay accommodation when arranged by the School)

KAIAPOI HIGH 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 this institution or from the New Zealand Ministry of Education website at <http://www.minedu.govt.nz>

Schedule One:

Rules for International Students attending Kaiapoi High School

1. Students must abide by all the laws of New Zealand.
2. Students must at all times be in possession of the correct and current immigration visa.
3. Students must be at School punctually by 8.35am every day. Unauthorised/unexplained absences may result in the student's dismissal from school. A Doctor's Certificate is required for any absences longer than three days. Students must ask permission if they are going to be absent for any reason.
4. Students are to comply with all the instructions of the school authorities.
5. Rude or rebellious behaviour will not be accepted.
6. Students must have Parents'/Guardian's written permission to drive to school and must also gain permission from the Deputy Principal. Students can only drive with a valid New Zealand licence or International licence.
7. Valuable items should not to be brought to school. Valuable items and sums of money should not be left in lockers or bags, but should be left at the school office or with a teacher.
8. Smoking is not permitted on the school premises at any time. Smoking at any time in school uniform is not permitted.
9. No alcoholic liquor is permitted on the school premises at any time. Students are also not permitted to consume alcohol prior to coming to school functions such as dinners, dances or any organised functions following school events.
10. No illegal drugs are permitted on the school premises at any time.
11. Regulation uniform is to be worn as required. (Year 13 students are not required to wear uniform).
12. Students must respect term dates. All travel must be within school holiday time only, except with the prior permission of the Principal or International Dean
13. The Parents/Guardian acknowledge that the School may from time to time amend or add to these Rules in the interest of the school and the student, and the Parents/Guardian is bound by such amendments.

We/I, the Parents/Guardian of the student, have read these conditions and understand if the student fails to meet these conditions; it could result in the student being asked to leave the school and the student visa being revoked by the NZ Immigration Service.

Signed: _____
Parents or Guardian or Agent on behalf of the Parents

Student's Name: _____

Date: _____

Schedule Two:

Conditions of Homestay Accommodation

1. Students will show the host family respect at all times. Homestays are New Zealand family situation (not boarding establishments, flats or hotels).
2. Students will contribute to some limited light household chores as required.
3. Students are not permitted to stay over at friends' houses nor have friends stay over, unless prior approval has been given by the student's guardian or the International Dean and the homestay family.
4. The student will always ask the host family for permission to go out to any place (other than to school) in the evenings/weekends and the student must inform the host family as to where they are going and at what time they will return.
5. The student will always telephone the host family if they will be late home from school (after 5pm) or from an evening/weekend activity.
6. Homestay accommodation for the student cannot be changed without the prior permission of the Homestay Coordinator.
7. The student must ask permission from the host family before making international telephone calls or calls to cellphones or using the host family's internet connection.
8. Homestay accommodation must be paid in advance to correspond to the number of weeks required.
9. Students must follow the homestay family rules for that household.
10. Students aged 18 years or over may be permitted to live in a flatting situation with the prior approval of the International Dean.

NOTE: The above aspects for homestay students form part of the homestay rules for the student but each homestay family may have additional rules, depending on the age of the student and the customs of that particular family.

Signed: _____
Parents or Guardian or Agent on behalf of the Parents

Student's Name: _____

Date: _____