



**KAIAPOI**  
High School

# International Tuition Agreement

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 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. Kaiapoi High School's refund policy is based on Section 4B(7) of the Education Amendment Act (No 4) 1991.
  - 8.1 In order to be eligible for any refund, the parents must apply in writing to the Principal, stating the reasons for withdrawal from the course of study.

- 8.2 If notice of cancellation is received in writing two weeks before the commencement of the course, full tuition fees will be refunded, less:
- (a) NZ\$450 administration fee
  - (b) Agent's commission
- 8.3 If the parents wish to cancel the student's further study after the course has commenced, remaining tuition fees will be refunded, less:
- (a) NZ\$450 administration fee
  - (b) Agent's commission
  - (c) Tuition fee for the current school term plus one subsequent term's fees
- 8.4 No refund when enrolment is withdrawn by the school.
- 8.5 No refund when passport status has been changed to permanent residence.
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 Kaiapoi High School Rules and Guidelines, and the Accommodation Rules, as set out on the School website. 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.

**PLEASE NOTE: This agreement must be acknowledged by student signature in the International Student Enrolment Form.**