



## Tuition Agreement

**This document is the Tuition Agreement. It is the Contract between the Parent and Katikati College. (The College)**

If **Katikati College** accepts the Student named in the **Application for Tuition** for tuition in New Zealand, the following terms and conditions shall apply:

- 1 The College shall provide tuition in accordance with the New Zealand Ministry of Education Code of Practice for the Pastoral Care of International Students.
- 2 The College shall approve and monitor homestay or designated care in accordance with the requirements of the New Zealand Ministry of Education Code of Practice.
- 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 College (or such other person as may be appointed by the College 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 College;
  - 3.3 Receive financial information relating to the Student, including bank account 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 College to advise the Student's homestay hosts (whether or not arranged through the College) 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 College 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 College 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 homestay was arranged by or through the College);
  - 6.2 Any damage or harm caused to the Student or the Student's property while attending the College unless the harm was as a result of gross negligence on the part of the College;
  - 6.3 Any damage or harm caused to the Student or the Student's property outside normal school hours and, in the case of Student's property, shall not be responsible for any damage to such property that may occur outside the College's premises.



- 7 Without restricting Clause 6, but subject to Clause 8, the College's liability in relation to the supply of services to the Parent is limited to the amount of fees paid by the Parent 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 three (3) weeks written notice. If the agreement is terminated the refunds policy for International Students as outlined in the Refunds Policy shall apply.
- 10 It is acknowledged that the suspension, expulsion and exclusion of Students provisions as set out in Part 11 of the Education Act 1989 shall apply to the Student in New Zealand. Any decision under these provisions to expel or exclude the Student shall terminate this Agreement and the Refunds Policy shall apply.
- 11 Neither Party shall be in default or in breach of their obligations under the Agreement to the extent that the performance of those obligations is prevented by an event of *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 set out in School Rules.
- 14 If an application for homestay has been made by or on behalf of the Student, then this shall be subject to the undertakings and agreements set out in Application for Homestay.
- 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 (5) 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 Schedules 1,2 and 3. 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 College in writing to the Parents and shall continue in force while the Student is enrolled with the College.



17 The Parents acknowledge that:

- a Personal information of the Parents and/or Student collected or held by the College is provided and may be held, used, and disclosed to enable the College 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 School believes may be of interest to the Student and/or Parents, and to enable the College to communicate with the Student and/or Parents, for any purpose;
- b All personal information provided to the College is collected and will be held by the School at Beach Rd, Katikati. Phone (07) 549 0434 Fax (07) 549 1286;
- 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.

The Student/Parents authorise the College 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 this Agreement. The Parents authorise any such person to release to the College any personal information that person holds concerning the Student/Parents.

18 The conditions in this Tuition Agreement apply for the whole time the Student is enrolled at Katikati College.

## EXECUTION

I have read and understood the terms set out in this Agreement and agree to them.

Signature of Parent ..... Date .....

(To be signed by the Student if aged 20 years or over, or by a Parent in all other cases)

Full Name: .....

Relationship to Student: .....  
(Where signed by a person other than the Student)