



MOUNT ROSKILL GRAMMAR SCHOOL

International Manager: Jean Harding Ph: +649 621 0050 Fax: +649 621 0055 Frost Rd, Mount Roskill, Auckland

AGREEMENT TO PROVIDE TUITION SERVICES BETWEEN MOUNT ROSKILL GRAMMAR SCHOOL AND THE APPLICANT 2010/2011

Name of Applicant: _____

Address of Applicant: _____

1. The Applicant is the parent of (*Student's name*) _____
2. The Applicant has applied for the above student to attend Mount Roskill Grammar School (*hereafter referred to as 'the School'*).
3. The School agrees to enroll the Student subject to the terms and conditions below.

The School's Obligations

4. The School will observe and be bound by the Ministry of Education's Code of Practice for the Pastoral Care of International Students ('The Code'). Copies are available from the school or <http://www.minedu.govt.nz/goto/international>
- 4.1 The School shall provide tuition in accordance with that given to domestic students.
- 4.2 The School will assess the student's levels in English and other subjects to determine acceptance and course placement.
- 4.3 The School will only accept International Students who live with their parents, a designated caregiver or in a school approved homestay.
5. The School shall endeavour to ensure the safety, health and well-being of the Student but shall not be liable for any damage or harm caused to the Student or the Student's property at any time.

The Applicant's Obligations

6. The Applicant shall:
 - 6.1 Pay to the School the tuition fees in the manner agreed by both parties
 - 6.2 Agree to provide the School with academic, medical or other information relating to the well-being of the Student as requested by the school.
 - 6.3 The student will accept and abide by all school rules and instructions given by members of staff.
 - 6.4 The Student will accept and abide by the provider's decisions regarding accommodation suitability and rules regarding accommodation.
 - 6.5 The student will attend school on all occasions when it is open unless prevented by illness or another urgent cause.
 - 6.6 Accept the School's right to terminate this agreement and inform the Immigration Service if the student fails to comply with the MOE attendance requirements.
 - 6.7 The applicant irrevocably indemnifies and keeps the School fully harmless from any damages or costs arising from an act or omission of the Student which results in damage to property or injury to a person.

Authorisations

7. The parents of the Student (*who have signed this application*) irrevocably appoint and authorize the Principal of Mount Roskill Grammar School (or such other person as may be appointed by the Board of Trustees of the School) to:
 - 7.1 Receive information from any person, authority or corporate body concerning the Student, including, but not limited to, personal information (which may include medical, educational or welfare information)
 - 7.2 Provide consents in respect of any activity carried out and authorized by the School
 - 7.3 Provide consents that may be necessary on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Applicant.
 - 7.4 Advise the Student's Designated Caregiver of all matters and information required to be provided to parents of the student and agree to appoint the Designated Caregiver as their agent in New Zealand to receive such information in substitution for the Applicant, if applicable.
 - 7.5 To take whatever steps are necessary to ensure the Student complies with School rules and policies as set down by the School.
 - 7.6 To obtain at any time from any person or entity any information required to process and/or accept the application for tuition or to perform or complete the School's various obligations under this agreement. The Applicant authorizes any such person to release to the School any personal information that persons holds concerning the Student/Applicant.

Limitations of Liability

8. Notwithstanding anything herein contained and to the fullest extent permitted by law, the School's maximum aggregate liability (whether arising from contract, tort or otherwise) shall not exceed the amount of tuition fees paid by the Applicant in the relevant calendar year when the breach occurred.

Termination

9. Either party may terminate this agreement with five (5) days written notice.
10. Upon termination of this agreement, refunds will be made in accordance with the School's Refund Policy (which may be amended from time to time by the School without the necessity of giving prior notice). A summary of some of the School's policies that may be relevant is set out below.

MOTOR VEHICLE POLICY

International Students enrolled at the School can only own or drive a motor vehicle of any sort **under the following conditions:**

- The Student must have a full New Zealand licence. Driving on a restricted is only permitted while having lessons from a qualified licensed driving school.
- The Student must have written authority from either their parents or school recognized guardian to own or drive a motor vehicle. This authorisation must be presented to the International Student Manager.
- The Student may **NOT** carry or transport any other students without the permission of the parent or guardian of that student.
- The Student must complete a "permission to bring a motor vehicle to school".
- The Student must show evidence of at least third party insurance.

REFUNDS POLICY

If the Student withdraws from the course of study before the completion date, the Student may be eligible for a refund of tuition fees. If a refund is requested, the following procedures apply:

- In every case, the School undertakes to look fairly at applications for a refund or part refund of fees.

If the application is made before the start of the course:

- Fees will be refunded in full, less an **Administration Fee of \$1,000 plus GST**. This includes if a student is not granted a student permit to attend the School.

Compassionate Refunds:

- In exceptional circumstances, refunds may be granted on compassionate grounds (e.g. death of a close family member, serious illness, accident). All such refunds will be at the discretion of the Principal of the School.

If an international fee-paying student gains residency during their course:

- No further fees are to be paid. No refunds will be made to students who acquire Permanent Residency after 1 March. The new resident will then abide by the school enrolment scheme. Documentation of residency must be provided within 14 days of it being granted.

The Board of Trustees will make no refund:

- When the Student is required to leave the school for a breach of the rules and conditions of enrolment at the school or has broken a New Zealand law.
- Where the Student has been stood-down, suspended or excluded
- Where the Student returns home for any reason other than serious illness, accident or death of a close family member
- If the enrolment application is found to be inaccurate and the contract is terminated
- If the Student wants to transfer to another school or educational institution
- If the Student's Immigration permit is revoked for whatever reason.

Homestay Fees

If the Student moves out of Homestay before the end of the Contract:

- All other unused Homestay Fees will be refunded, provided the Homestay has been given two weeks' notice that the Student is leaving
- If the Student does not give two weeks' notice, then two weeks' Homestay fees will be deducted from any refund.

Payment of Refunds:

- All refunds will be paid to either the Applicant or to an agent with written authority from the Applicant. No refunds will be given directly to the Student.

N.B. The **New Zealand Immigration Service** will be notified if the Student ceases to attend the School for whatever reason.

FEE PROTECTION POLICY

The School has a fee protection policy, which ensures that should there be any reason why tuition is unable to continue to be provided for an enrolled student, the remaining student tuition fees for the academic year will be refunded. This protection policy is in compliance with section 11.4 of the Code of Practice for the Pastoral Care of International Students.

Miscellaneous

11. Nothing in this agreement limits any rights the Applicant and/or the Student may have under the Consumer Guarantee Act 1993
12. It is acknowledged that the stand-down, suspension and exclusion of students' 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 stand-down, suspend or exclude the Student shall terminate this agreement and the refunds policy will apply. The parents will have no claim for damages for any compensation if this agreement is terminated in these circumstances.
13. **Force majeure:** 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.
14. **Governing Law:** 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 Applicant irrevocably submits to the exclusive jurisdiction of the Courts of New Zealand, and agrees that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1996 within New Zealand and waive any objection to proceedings in any such Court or forum constituted under the Arbitration Act 1996 within New Zealand on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

Entire Agreement

15. This agreement shall consist of:
 - 15.1 The application for tuition in New Zealand;
 - 15.2 The Tuition Agreement including the refund and fee protection policies and the International Student Information Booklet
16. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
17. The terms of this agreement may be changed at any time by the School and any such change in terms shall be notified to the Applicant in writing
- 17.1 Notices given in writing will be given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 5 (five) days after posting.

The Privacy Act

18. The Applicant acknowledges that:
 - 18.1 Personal information of the Applicant and/or Student collected by the School may be held, used and disclosed to third parties to enable the School to:
 - 18.1.1 Process the application and provide tuition
 - 18.1.2 Provide the Student and/or Applicant with advice or information about products and services the School believes may be of interest to the Student and/or Applicant; and
 - 18.1.3 To enable the School to communicate with the Student and/or Applicant.
 - 18.2 All personal information provided to the school will be held at the school.
 - 18.3 Failure to provide information may mean the school cannot process the application.
 - 18.4 The Student/Applicant has the right under the Privacy Act 1993 to obtain access to and request correction of personal information held by the School concerning them.

TERMINATION OF CONTRACT

Attendance

The School may terminate this contract if the Student:

- Fails to attend school for a total of 30 half days or more without a reason found acceptable by the school
- Is absent due to illness for more than 3 consecutive days without a doctor's certificate.

All requests for leave must be in writing and signed by the Student's parents/guardian. The School undertakes to notify the Applicant and the Student in writing that if the Student's absentee level is unacceptable to enable the Applicant to rectify the situation.

Behaviour

The School may terminate this contract if the Student:

- Behaves violently, either physically or verbally to another student or staff member.
- Acts in a lewd or offensive manner towards another student or staff member.
- Is convicted of a criminal offence.
- Is found in possession of any illegal drug or illegal substance either in or out of school.
- Owns or drives a motor vehicle unless the Student is receiving lessons from an authorised driving school or has gained a full license.

No refund is payable if the contract is terminated as a result of any behaviour listed above.

Homestay

As a fee paying student the School is required to guarantee your accommodation, therefore regardless whether the Student resides in homestay or is staying in a designated family the School is required to ensure the Student's safety. Should the Student's conduct jeopardise the accommodation and/or future accommodation the School may terminate this contract.

If the Student's contract is terminated and the Student has to leave the school, the New Zealand Immigration Service will be advised.

EXECUTION

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

Signature of Applicant: _____
(Student)

Signature: _____
(Parent/Legal Guardian of student under 18 years)

Signature for Mount Roskill Grammar School: _____
(Manager of International Students)

Date: _____