

TIMARU BOYS' HIGH SCHOOL - TUITION AGREEMENT

Upon acceptance by Timaru Boys' High School ["School"] of the Student named in the application the following terms and conditions shall apply:

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.
2. The School shall arrange homestay in accordance with the homestay agreement set out in Schedule 3.
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 Rector of the School [or such other person as may be appointed by the School] 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;
 - 3.5 Except in so far as is provided for in this Agreement, the legal responsibility, and legal guardianship of the Student shall remain with the parent/guardians. The parents/guardians shall ultimately be responsible for important decisions for the Student while he is in New Zealand;
4. The Parents irrevocably authorise the Rector of the School to advise the Student's homestay hosts of all matters and information pertinent to the Student's life at school, and to receive such information in substitution for the Parents.
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;
 - 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 out of normal school hours and in 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 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 weeks written notice. If the agreement is terminated the refunds policy for international students as outlined in Schedule 1 shall apply ("refunds policy").
10. It is acknowledged that the regulations pertaining, to the suspension, exclusion and expulsion of students, as set out in Section 13-18 of the Education Act 1989 and the Education Rules (1999) shall apply to the Student in New Zealand. Any decision under these provisions to expel or suspend the Student for an unspecified 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 1996 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 such school rules and policies as are in force from time to time including the school rules for international students set out in Schedules 2A, 2B and 2C.
14. If application for homestay has been made on behalf of the Student then this shall be subject to the undertakings and agreements set out in Schedule 3.
15. Notice 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 10 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 School in writing to the Parents and shall continue in force

while the Student is enrolled with the School.

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 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 School to communicate with the Student and for Parents for any purpose;
- b) All personal information provided to the School is collected and will be held by the School at 211 North Street, Private Bag 903, Timaru, New Zealand.
Phone **[64] 3 688 8588**
Fax: **[64] 3 688 8219**
- 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 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 any 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.

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(Please complete and return to Timaru Boys' High School)

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

Student Name:

Signed: **Date:**
(Parent or legal guardian)

Full Name:
(Parent or legal guardian)

Relationship to Student:

Signed:
(For Timaru Boys' High School)