

# **Havelock North Intermediate School Contractual Agreement**

## **AGREEMENT TO PROVIDE TUITION SERVICES BETWEEN HAVELOCK NORTH INTERMEDIATE SCHOOL AND THE APPLICANT**

Name of Applicant: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. The Applicant is the parent/guardian of: (the 'Student')  
  
\_\_\_\_\_
2. The Applicant has made application for tuition of the Student in New Zealand and wishes the Student to attend Havelock North Intermediate School (the 'School').
3. The School has agreed to enrol the Student upon and subject to the terms and conditions hereinafter set out.

### **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* ("Code"). Copies of the *Code* are available on request from the school or from the Ministry of Education website at <http://www.minedu.govt.nz>
  - a. The School shall provide tuition in accordance with that accorded to domestic students
5. The School will only accept International Students who live with their parents/legal guardians or who are with designated caregivers.
  - a. The school will have no responsibility for the Student outside school hours with the exception of school events for which his/her parents/caregivers have given consent for him/her to attend.
6. The School shall use its best endeavours to ensure the safety, health and well-being of the Student but shall not be liable for:
  - a. Any damage or harm caused to the Student or the Student's property while attending the School
  - b. Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation
  - c. Any damage or harm caused to the Student or the Student's property outside normal school hours. In the case of the Student's property, shall not be responsible for any damage to such property that may occur outside the school premises.

## **The Applicant's Obligations**

7. The Applicant shall:
  - a. Pay to the School the tuition fees in the manner agreed to by both parties
  - b. 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

## **Authorisations**

8. The parents/guardians of the Student who have signed the application for tuition on behalf of the Student irrevocably appoint and authorise the Principal of Havelock North Intermediate School (or such other person as may be appointed by the Board of Trustees of the school) to:
  - a. Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information
  - b. Provide consents in respect of any activity carried out and authorised by the school
  - c. 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 Applicant.
  - d. If applicable, advise the Student's New Zealand guardian of all matters and information required to be provided to parents of any student and agree to appoint the guardian/caregiver as their agents in New Zealand to receive such information in substitution for the Applicant
  - e. To take whatever steps are necessary to ensure the Student complies with School rules and policies as set down by the School
  - f. 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 authorises any such person to release to the School any personal information that person holds concerning the Student/Applicant.

## **Limitations of Liability**

9. In no event shall the School's liability exceed an amount equal to the amount of tuition fees paid by the Applicant.

## **Termination**

10. Either party may terminate this agreement with 5 (five) days written notice
11. Upon termination of this agreement, refunds will be made in accordance with the School's Refund Policy.

## **Miscellaneous**

12. Nothing in this agreement limits any rights the Applicant and/or the Student may have under the Consumer Guarantee Act 1993
13. 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.
14. **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.

15. **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 1908 within New Zealand and waive any objection to proceedings in any such court or forum constituted under the Arbitration Act 1908 within New Zealand on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

### **Entire Agreement**

16. This agreement shall consist of:
- a. The application for tuition in New Zealand;
  - b. The Tuition Agreement including any Schedules annexed thereto.
17. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
18. The terms of this agreement may be changed at any time by the School in writing to the applicant and any such change in terms shall be notified to the Applicant in writing.
- a. 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**

19. The Applicant acknowledges that:
- a. Personal information of the Applicant and/or Student collected by the School and may be held, used and disclosed to third parties to enable the School to:
    - i. Process the application for tuition
    - ii. Provide tuition to the Student
    - iii. Provide the Student and/or Applicant with advice or information concerning products and services the School believes may be of interest to the Student and/or Applicant; and
    - iv. To enable the School to communicate with the Student and/or Applicant for any purpose.
  - b. All personal information provided to the School will be held by the School at Havelock North Road, Henderson. Phone (09) 836-3175, Fax (09) 838-6387
  - c. Failure to provide any information in the application for tuition may mean the School is unable to process the application.
20. The Student/Applicant has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.

SIGNATURE OF APPLICANT \_\_\_\_\_

DESIGNATION of Applicant (circle)

Parent

Guardian

SIGNATURE for Havelock North Intermediate School \_\_\_\_\_

DESIGNATION \_\_\_\_\_

DATE \_\_\_\_\_

**IMMIGRATION:** Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed on their website at <http://www.immigration.govt.nz>

**Attached**

- Refund Policy - plain English version