



TUITION AGREEMENT

Agreement to provide tuition services between Dunstan High School and the Applicant

Name of the Student:	
Name of Parent/Guardian for Students under 18:	
Address of the Student:	

1. The Applicant is "the student" or, if the student is aged under 18, 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 Dunstan High School ('Provider').
3. The Provider has agreed to enrol the Student subject to the terms and conditions in this agreement.

The Provider obligations

4. CODE: Dunstan High School has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Minister of Education. Copies of the Code are available on request from this institution or from the New Zealand Ministry of Education website at <http://www.minedu.govt.nz/goto/international>.
5. The Provider shall provide tuition in accordance with that accorded to domestic students.
6. The Provider will assess the Student's levels in English and other subjects to determine acceptance and course placement.
7. The Provider will only accept international students (except for adult students, over the age of 18) who live with their parents or are in accommodation approved by the education provider, being those who live in the school hostel or home stay accommodation with caregivers who have signed an agreement with the school to act as host parents (family).
8. It is the Provider's responsibility to monitor the service provided by the caregivers of international students in either the hostel or in home stay accommodation.
9. In cases where the parents/guardians of an international student have a designated guardianship agreement in place for their students within New Zealand, the Provider shall have no responsibility for the Student outside the dates set for each school term once the Student has been entrusted in the care of their guardian. This shall include travel to or from their guardian and/or to or from their home if the guardian and not the Provider have made the travel arrangements.
10. The Provider shall use its best endeavours to ensure the safety, health and well-being of the Student but shall not be liable for:
 - 10.1 Any damage or harm caused to the Student or the Student's property while attending the School;
 - 10.2 Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation (hostel or home stay);
 - 10.3 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 operating school premises.

The Applicant's Obligations

11. The Applicant shall:
 - 11.1 Pay to the Provider the tuition fees in the manner agreed to by both parties;
 - 11.2 Agree to provide the Provider with academic, medical or other information relating to the well-being of the Student as may be requested from time to time by the Provider;
 - 11.3 Ensure that the Student will accept and abide by the Provider's rules and policies including standards of behaviour as set out in the Provider's handbook and prospectus and will accept and abide by all instructions given by the Provider's members of staff;
 - 11.4 Ensure that the Student will accept and abide by the Provider's decisions regarding accommodation suitability and rules regarding accommodation.
 - 11.5 Ensure that the Student will attend the required classes on all occasions when the Provider is open unless prevented by illness or other urgent cause.
 - 11.6 Accept the right of the Provider to terminate this agreement and inform the Immigration Service if the Student fails to comply with the Ministry of Education attendance requirements.
 - 11.7 At no time permit the Student to operate or own a motor vehicle.

Authorisations

12. 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 Dunstan High School (or such other person as may be appointed by the Board of Trustees of the education provider) to:
 - 12.1 Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information.
 - 12.2 Provide consents in respect of any activity carried out and authorised by the Provider.
 - 12.3 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.
 - 12.4 If applicable, advise the Student's Designated Caregiver of all matters and information required to be provided to parents of any student and agree to appoint the Designated Caregiver as their agents in New Zealand to receive such information in substitution for the Applicant.
 - 12.5 Take whatever steps are necessary to ensure the Student complies with school rules and policies as set down by the Education Provider.
 - 12.6 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 Provider's various obligations under this agreement. The Applicant authorises any such person to release to the Provider any personal information that person holds concerning the Student/Applicant.

Limitations of Liability

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

Termination

14. Either party may terminate this agreement with 5 (five) days written notice.
15. Upon termination of this agreement, refunds will be made in accordance with the Provider refund policy.

Miscellaneous

16. Nothing in this agreement limits any rights the Applicant and/or the Student may have under the Consumer Guarantees Act 1993.
17. 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 or any compensation if this agreement is terminated in these circumstances.

18. **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.
19. **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

20. This agreement shall consist of:
 - 20.1 The Application Form for International Students and
 - 20.2 The Tuition Agreement including any Schedules annexed thereto (including the Refund Conditions and Student Fees Protection for International Students).
21. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
22. The terms of this agreement may be changed at any time by the Provider in writing to the Applicant and any such change in terms shall be notified to the Applicant in writing.
23. 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

24. The Applicant acknowledges that:
 - 24.1 Personal information of the Applicant and/or Student collected by the Provider and may be held, used and disclosed to third parties to enable the Provider to:
 - (a) Process the application for tuition;
 - (b) Provide tuition to the Student;
 - (c) Provide the Student and/or Applicant with advice or information concerning products and services the Provider believes may be of interest to the Student and/or Applicant; and
 - (d) To enable the Provider to communicate with the Student and/or Applicant for any purpose.
 - 24.2 All personal information provided to the School will be held by the School at Dunstan High School, Enterprise Street, Alexandra. Phone +64 3 448 8595, Fax +64 3 448 8567.
 - 24.3 Failure to provide any information in the application for tuition may mean the School is unable to process the application.
25. 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 Provider concerning them.

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>.

ELIGIBILITY FOR HEALTH SERVICES: Most international students are not entitled to publicly funded health services while in New Zealand. If you receive medical treatment during your visit, you may be liable for the full costs of that treatment. Full details on entitlements to publicly-funded health services are available through the Ministry of Health, and can be viewed on their website at <http://www.moh.govt.nz>.

ACCIDENT INSURANCE: The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents, and temporary visitors to New Zealand, but you may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at <http://www.acc.co.nz>.

MEDICAL AND TRAVEL INSURANCE: The Applicant acknowledges that:
All international students are required to have appropriate and current medical and travel insurance for the duration of their period of enrolment at the school. Proof of insurance must be provided to the Provider. The school will arrange insurance on request of the parents, designated caregivers or guardian. All travel insurance policies must include fees protection.

Execution

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

I acknowledge that the provision of false information or the withholding of relevant information may result in the termination of enrolment.

SIGNATURE OF APPLICANT: _____
(Student)

OR

SIGNATURE OR APPLICANT: _____
(Parent/Guardian of student under 18 years)

SIGNATURE FOR DUNSTAN HIGH SCHOOL: _____
(Provider)

Designation: _____

Date: _____

REFUND CONDITIONS AND STUDENT FEES PROTECTION FOR INTERNATIONAL STUDENTS

REFUND CONDITIONS

If a student withdraws from his/her course of study before the completion date, he/she may be eligible for a refund of tuition fees.

(1) To be eligible for a Refund:

To be eligible for a refund, parents must apply in writing to the Board of Trustees setting out the circumstances of the claim within one month of the last day of attendance. You must also complete the official leaving process and attach the leaving certificate.

(2) If the application is made before the start of the enrolment:

Fees will be refunded in full, less an Administration Fee of \$1000. This includes if a student is not granted a student permit to attend Dunstan High School.

(3) If the application is made after the start of the enrolment but before 50% of the course for which fees have been paid has been completed.

Fees will be refunded less:

- An Administration Fee of NZ\$1000.
- Costs to the school already incurred for tuition as per our fees schedule.
- Components of the fee already committed for the duration of the course.
- Specialist fees (*if applicable*)
- Appropriate proportions of salaries for teachers and support staff (*if applicable*).
- Costs already incurred for the use of facilities and resources.
- Any other costs already incurred.

(4) If the application is made after 50% of the course for which fees have been paid has been completed.

- There will be no refund, except as per section 5 below.
- This clause shall not apply if the application is being made because the school is unable to continue to provide tuition in accordance with the tuition agreement.

(5) 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 and the Board of Trustees.

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

No further fees are to be paid. No Refund will be issued in relation to fees already paid except as outlined in section 5 above.

The new resident will then abide by the school enrolment scheme. Documentation of residency must be provided within 14 days of it being granted.

(7) The Board of Trustees will make no refund:

- When a 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 a student has been stood-down, suspended or excluded.
- Where a 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 in any way and the contract is terminated.
- If a student wants to transfer to another school or educational institution.

(8) Homestay Fees

If you move out of your Homestay before the end of your Contract:

- A Homestay Administration Fee of \$250 will not be refunded.
- 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.

(9) Payment of Refunds:

All refunds will be paid to either the parents of the student or to an agent with written authority from the parents. No refunds will be given directly to the student.

PROTECTION OF STUDENT FEES

In accordance with The Code of Practice for Pastoral Care of International Students, provision is made by the Dunstan High School Board of Trustees for the sufficient reservation of fees paid by students to meet our refund obligations outlined above in the event that the school is unable to continue to provide tuition.

The following accounting procedures are in place to ensure that monies are available for release if required under the refund provisions.

- International fees shall be paid into the school's separate coded account for 'International Student Fees', and drawn down at intervals of one term in arrears throughout the academic year.
- These monies will be audited on an annual basis.
- These monies will be available for approved refunds resulting from withdrawal from the School or in the event of the School not being able to provide tuition.