SPOTSWOOD | COLLEGE
Te Kura Tuarua 0 Ngamotu

INTERNATIONAL STUDENT TUITION AGREEMENT

Agreement to provide tuition services between *Spotswood College* and the Applicant

Name of Applicant ('Student'): _____

Name of Parent: _____
(for Students under 18)

Address of applicant: _____

_____

_____

_____

_____

1.The Applicant is the Student or, if the Student is aged under 18, the Parent of the Student'.

2.The Applicant has made application for tuition of the Student in New Zealand and wishes the Student to attend *Spotswood College* ('Provider').

3.The Provider has agreed to enrol the Student subject to the terms and conditions in this agreement.

The Provider's obligations

4.1 The Provider 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 of from the New Zealand Ministry of Education website at http://www.minedu.govt.nz/goto/international
4.2 The Provider shall provide tuition in accordance with that accorded to domestic students
4.3 The Provider will assess the student's levels in English and other subjects to determine acceptance and course placement.
4.4 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.

The Provider shall use its best endeavors to ensure the safety, health and well-being of the Student but shall not be liable for:

5.1 Any damage or harm caused to the Student or the Student's property while attending the School
5.2 Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation
5.3 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

6.1 Agree to pay to the Provider the tuition fees in the manner agreed to by both parties
6.2 Agree to provide the education 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 school
6.3 The Student will accept and abide by the provider's rules and all 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 the required classes on all occasions when the provider is open unless prevented by illness or other urgent cause.
6.6 Accept the right of the provider to terminate this agreement and inform the Immigration Service if the student fails to comply with the MOE attendance requirements.

Authorisations

The parents of the Student who have signed the application for tuition on behalf of the Student irrevocably appoints and authorises the Principal of Spotswood College (or such other person as may be appointed by the Board of Trustees of the education provider) to:

- Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information.
- Provide consents in respect of any activity carried out and authorised by the provider.
- 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.
- 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.
- To take whatever steps are necessary to ensure the Student complies with school rules and policies as set down by the Education Provider.
- 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 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

In no event shall the Provider liability exceed an amount equal to the amount of tuition fees paid by the applicant.

Termination

- Either party may terminate this agreement with 5 (five) days written notice.

- Upon termination of this agreement, refunds will be made in accordance with the Provider refund policy.

Miscellaneous

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

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.

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.

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

This agreement shall consist of:

- The Application for tuition in New Zealand

- The Tuition Agreement including any Schedules annexed thereto (including the refund and fee protection policies and the International Student Information Booklet).

- This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.

- 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.

- 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

Acknowledges that:

- Personal information of the Applicant and/or Student is collected by the Provider and may be held, used and disclosed to third parties to enable the Provider to:
- Process the application for tuition
- Provide tuition to the Student
- 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
- To enable the Provider to communicate with the Student and/or Applicant for any purpose.
- All personal information provided to the School will be held by the School at Spotswood College, South Rd, New Plymouth 4310. Ph 06 751 2416, Fax 06 751 2418
- Failure to provide any information in the application for tuition may mean the School is unable to process the application.
- 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 NZ Ministry of Health, and can be viewed on their website at http://www.health.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: International students must have appropriate and current medical and travel insurance while studying in New Zealand.

Execution

- I have read and understood the terms set out in this agreement 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.

Applicant (& parent if under 18) to sign

Signature of applicant: _____
(Student)

Signature of parent: _____
(Parent of student under 18 years)

Date: _____

Spotswood College to sign

Signature: _____
(Provider)

Designation: _____

Date: _____