



## **TUITION AGREEMENT**

If Mairehau High School ("the School") accepts the student named in the application for tuition ("the Student") for tuition in New Zealand 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 Pastoral Care of International Students.
  - 1.1 The above parties contract that the School will provide tuition services to the parents. The parties acknowledge that the Student is the recipient of the tuition services but is not a party to this contract.
  - 1.2 The parents agree to pay all tuition fees and additional charges as may from time to time be levied by the School.
- 2 The parents of the Student irrevocably appoint and authorise the Principal of the School (or such other person as may be appointed by the School to carry out the Principal's duties) to:
  - 2.1 Receive information from any person, authority or corporate body concerning the Student including but not limited to medical, educational or welfare information.
  - 2.2 Provide consents in respect of any activity carried out and authorised by the School.
  - 2.3 Receive financial information relating to the Student including bank accounts, debts or income of the Student while in New Zealand.
  - 2.4 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 The Parents irrevocably authorise the Principal of the School to advise the Student's guardian/homestay hosts (whether or not arranged through the School) of all matters and information required to be provided to parents of any student under the Education Act 1989 and agree to appoint the guardian/homestay hosts as their agents in New Zealand to receive such information in substitution for the Parents.
- 4 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.

The student must live:

- In homestay accommodation arranged by agents approved by the School, or
- with a parent, or with a designated caregiver, nominated by the Parents.

Mairehau High School reserves the right to insist that a student has a legal guardian. The Student must be under suitable care at all times. For students under the age of 18, or not enrolled in Year 13, this will be provided by:

- 4.1 Family members, parents or other near relatives over the age of 20 years who are residing at the same address as the enrolled student.
- 4.2 A Guardian. The School will recommend suitable people to provide this service in which case the School shall have no responsibility for the student outside of school hours.

Note: Homestay hosts may not be providers of guardianship services. They provide accommodation and meals but are not the principal advocate for the student.

- 5 The School shall use its best endeavours to ensure the safety, health and wellbeing of the Student but shall not be liable for:



- 5.1 Any damage or harm caused to the Student or the Student's property arising out of the Student's homestay (whether or not such homestay was arranged by or through the School).
  - 5.2 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.
  - 5.3 Any damage or harm caused to the Student or the Student's property outside our normal school hours and in the case of the Student's property, shall not be responsible for any damage to such property that may occur outside the School's premises.
- 6 Without restricting Clause 5, but subject to Clause 7, the School's liability in relation to the supply of services to the Parents is limited to the amount of fees paid by the Parents for the provision of the services in respect of which liabilities arise.
  - 7 Nothing in this Agreement limits any rights the Parents and/or Student may have under the Consumer Guarantees Act 1993.
  - 8 Either party may terminate this agreement at any time upon written notice. If the agreement is terminated the refunds policy for international students as outlined in Schedule 1 shall apply ("refunds policy").
  - 9 It is acknowledged that the suspension, stand down, expulsion and exclusion of students provisions as set out in Sections 13 – 18 of the Education Act 1989 as amended by the Education Amendment Act No 2, 1998 shall apply to the Student in New Zealand. Any decision under these provisions to expel or exclude the Student for a specified 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.
  - 10 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.
  - 11 This agreement shall be construed and take effect in accordance with the domestic laws of New Zealand. In relation to any legal action or proceeds 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 1908 within New Zealand and waive any objection to proceedings in any such court or forum on the grounds or venue or on the grounds that the proceedings have been brought in any inconvenient forum.
  - 12 The Parents agree that the Student will comply with school rules and policies including the school rules for international students set out in Schedule 2. Costs involved with international toll calls and translator's fees in respect of a student's misbehaviour or non attendance will be invoiced to and paid by the student's parents.
  - 13 If the Parents have appointed a Guardian to act on their behalf, then this shall be subject to the undertakings and agreements set out in Schedule 3.
  - 14 Notices 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 five days after posting.
    - 14.1 The Parents must advise the International Department of any change of address, phone number or home circumstances.
    - 14.2 The Parents acknowledge that they do not reside in New Zealand and promise to inform the school of the dates of their trips to New Zealand.
  - 15 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.

16 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 to School to communicate with the Student and/or Parents for any purpose.
- b) All personal information provided to the School is collected and will be held by the School at Hills Road, Christchurch, telephone 03 385 3145, fax 03 385 3143, email [admin@mairehau.school.nz](mailto:admin@mairehau.school.nz) or [international@mairehau.school.nz](mailto:international@mairehau.school.nz)
- 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 and of the other purposes under the Agreement. The Student/Parents authorise any such person to release to the School any personal information that person holds concerning the Student/Parents.

**EXECUTION**

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

Full Name of Student .....

Signed ..... Date .....  
(Student)

Full Name of Parents/Agent/Guardian .....

Relationship to Student .....  
(where signed by person other than Student)

Signed ..... Date .....  
(Parent/Agent/Guardian)