



TAKAPUNA GRAMMAR SCHOOL

210 Lake Rd PO Box 33 1096 Takapuna Auckland 0740 New Zealand
 T: 09 489 4167 F: 09 486 7118 E: international@takapuna.school.nz
 www.takapuna.school.nz

Tuition Agreement

AGREEMENT TO PROVIDE TUITION SERVICES (dated) _____

BETWEEN TAKAPUNA GRAMMAR SCHOOL ('the School')

AND ('the Applicant') _____

Applicant's name: _____

Applicant's address: _____

Parent's or Caregiver's signature: _____

WHEREAS

- A. The Applicant is the parent/caregiver of ('the Student') _____ (name)
- B. The Applicant has made application for tuition of the Student in New Zealand and wishes the Student to attend the School.
- C. The School has agreed to enrol the Student upon and subject to the terms and conditions hereinafter set out.

NOW THIS AGREEMENT WITNESSES and it is hereby agreed and declared as follows

SCHOOL'S OBLIGATIONS

- 1.1 The School shall :
 - a) Provide tuition to the Student in accordance with the New Zealand Ministry of Education "Code of Practice for the Recruitment, Welfare and Support of International Students".
 - b) Use its best endeavours to ensure the safety, health and well-being of the Student and in so doing shall not be liable for:
 - i) Any damage or harm caused to the Student or the Student's property while attending the School.
 - ii) Any damage or harm caused to the Student or the Student's property arising out of the Student's homestay (whether or not such home stay was arranged by or through the School).
 - iii) Any damage or harm caused to the Student or the Student's property outside of 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's premises.



APPLICANT'S OBLIGATIONS

- 2.1 The Applicant shall:
- a) Pay to the School the tuition fee in the manner provided in the Schedule 3.
 - b) Provide the School with such academic, medical or other information relating to the well-being of the Student as may be requested from time to time by the School.
 - c) Provide proof of Medical and Travel Insurance.

AUTHORISATIONS

- 3.1 The Applicant hereby irrevocably appoints and authorises the Principal of the 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) Receive financial information relating to the Student including bank accounts, debts or income of the Student while in New Zealand.
 - d) 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 practical to contact the Applicant.
 - e) 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.
 - f) To take whatever steps are necessary to ensure the Student complies with School rules and policies as set down by the School including the School Rules for International Students set out in Schedule 2.
 - g) 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.

LIMITATION OF LIABILITY

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

TERMINATION

- 5.1
- a) Either party may terminate this agreement upon one month's written notice.
 - b) Upon termination of this agreement the Refunds Policy for International Students outlined in Schedule 1 shall apply.



MISCELLANEOUS

- 6.1 **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 the force majeure.
- 6.2 **Governing Law:** This agreement shall 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.
- 6.3 **Entire Agreement:**
- a) This agreement shall consist of;
 - i) the International Enrolment Form in New Zealand.
 - ii) the Tuition Agreement including any Schedules annexed thereto.
 - b) This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
 - c) 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.
- 6.4 **Address for Notices:**
- a) The School: PO Box 33 1096, Takapuna, Auckland 0740, New Zealand
 - b) The Applicant: _____

THE PRIVACY ACT

- 7.1 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 International Enrolment Form.
 - ii) provide tuition to the Student.
 - iii) arrange homestay services for the Student.
 - iv) 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;
 - v) 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 its offices at Lake Road, Takapuna, PO Box 331096, Takapuna, Auckland 0740, Phone (09) 4894 167, Fax (09) 486 7118.
 - c) Failure to provide any information requested in the International Enrolment Form may mean the School is unable to process the application.
- 7.2 The Student/Application 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.



SCHEDULE 1 - REFUND POLICY FOR INTERNATIONAL STUDENTS

1. In the event that the Student wishes to leave the School the Applicant must:
 - a) Give a written explanation as to why the Student wishes to leave and;
 - b) Give one term's written notice of the withdrawal of the Student from the School.
 Where the Applicant gives notice of withdrawal of the Student during the term the next term's tuition fee will be forfeited, e.g., where written notice is given in term one, term two's tuition fee will be forfeited and the tuition fees in respect of terms three and four will be refunded.
2. If the student wishes to transfer to another school no refund will be given. Students make a commitment to enrol at Takapuna Grammar School for the school year.
3. Students who become New Zealand residents while at Takapuna Grammar School must give one term's notice to the school as in 1 above. They must then re-apply as a resident student and will be subject to the school's normal enrolment scheme and procedures.
4. Where a student is required to leave the school for criminal behaviour, disciplinary or non attendance reasons (see Conditions of Acceptance) no refund will be given.

SCHEDULE 2 - RULES FOR INTERNATIONAL STUDENTS

1. All international students must be accommodated in a homestay that is approved by the School, students must be living under adequate adult supervision and if the School is not satisfied with a particular arrangement then it has the right to organise an alternative homestay for that Student.
2. International Students must attend the School on all days that it is open for tuition but where it is necessary for an international student to absent themselves from the School the reason for that absence must be communicated to the School. Where International Students continue to absent themselves from the School for no valid reason they run the risk of having their contract with Takapuna Grammar School revoked.
3. The Student must abide by the rules and regulations that cover all students whilst at the School. For example, but without limitation, the Student must bring notes for absences from the School, complete all homework assignments, not use physical violence against any student, or smoke whilst at School or in School uniform. A copy of the School's Policies is available for inspection at the School's Office.
4. As the School has the final responsibility for International Students at all times under the "Code of Practice" both in and beyond school, in the event of serious misconduct or continuous disobedience by a Student outside of school hours the School reserves the right to either:
 - a) Impose a curfew or other restrictions on the Student outside of school hours for a set period of time;
 - b) Invoke the Standdown and Suspension procedures under the Education Act, 1989. Exclusion or expulsion from the School will result in repatriation of the Student with forfeiture of fees.

Serious misconduct includes but is not limited to: an action or actions that place the student or others in danger of serious injury, theft, assault, possession or use of illegal drugs, vandalism, and disorderly conduct in a public place that brings the School and/or the International programme into disrepute.

SCHEDULE 3 - TUITION FEES

1. The Board of Trustees will set the tuition fee annually.
2. The Student will also be liable for an administration fee annually which is non refundable under Schedule I.
3. Fees must be paid in advance for the full year unless a variation to this is negotiated with the school. All students will be liable for any increase in fees annually.

SCHEDULE 4 - INSURANCE

1. It is a requirement of enrolment that all International Students carry a comprehensive medical insurance while enrolled at Takapuna Grammar School. Photocopied evidence of insurance not arranged through the school must be provided prior to the student taking up any offer of place.