

## TUITION AGREEMENT

*This Agreement shall be signed on behalf of the Student by the Parents or Legal Guardians of the Student where the Student is under 20 years of age.*

School: \_\_\_\_\_ ("The School")

Student: \_\_\_\_\_ ("The Student")

1. The School shall provide tuition to the Student in accordance with the New Zealand Ministry of Education Code of Practice and laws of New Zealand in return for an annual fee.
2. The Student shall comply with the rules and policies of the School and with the reasonable instructions of the teachers of the School.
3. The Parents or Guardians of the Student ("The Parents") authorise staff of the School to:
  - 3.1 Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational and welfare information;
  - 3.2 Provide consents in respect of any activity carried out and authorised by the School; and
  - 3.3 Provide necessary consents on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents.
4. The Parents irrevocably authorise the Principal of the School to advise the Student's homestay hosts of all matters and information required to be provided to Parents of any Student under the laws of New Zealand. The Parents irrevocably authorise the School to obtain information regarding the Student from the Homestay Hosts.
5. The Parents 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.
6. The School shall use its best endeavors to ensure the safety, health and well-being of the Student but shall not be liable for any damage or harm caused to the Student or the Student's property.
7. In any event, the School's liability in relation to the supply of tuition services to the Student is limited to the amount of fees paid by the Student for the provision of the services in respect of which liability arises.
8. Nothing in this agreement limits any rights the Parents and/or the Student may have under the Consumer Guarantees Act 1993.
9. Either party may terminate this agreement at any time upon one month's written notice being given to the other party. If the agreement is terminated the refunds policy for international students as outlined in Schedule 1 shall apply ("Refunds Policy for International Students").
10. It is acknowledged that all relevant provisions of the Education Act 1989 shall apply to the Student in New Zealand. Any decision under these provisions to expel or suspend 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.
11. Neither party is liable to the other for failing to meeting its obligations under this agreement to the extent that the failure was caused by an act of God or other circumstances beyond its control.
12. This Agreement shall be construed and take effect as a contract made in New Zealand and will be governed by New Zealand law, and the Student and Parents submit to the exclusive jurisdiction of the New Zealand courts.
13. Notices given under this agreement must be in writing and given to the addresses set out in the Enrolment Application Form. Those sent by post shall be deemed to have been received 5 working days after posting.
14. This agreement contains all of the terms, representations and warranties made between the parties and supersedes all prior discussions and agreements covering the subject matter of this agreement.
15. The Parents and the Student acknowledge that:
  - 15.1 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 the School to communicate with the Student and/or Parents for any purpose.

- 15.2 All personal information provided to the School is collected and will be held by the School at Freyberg High School, Freyberg Street, Palmerston North, Phone 0064 6 358 4971, Fax 0064 6 357 5377.
- 15.3 If the Student/Parents fail to provide any information requested in the application for tuition, the School may be unable to process the application.
- 15.4 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.
16. The Parents and the Student agree that the Student shall remain in homestay accommodation that is organised by the School for the term of this agreement unless alternative accommodation will be provided in the home of their Legal Guardian or in accommodation arranged by the Parents/Legal Guardian and agreed to by the School. This alternative accommodation with a Designated Homestay Caregiver will be subject to Police Vetting and will be visited on a regular basis by the school to ensure its continuing suitability.

### **EXECUTION**

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Relation to Student: \_\_\_\_\_

(Where signed by person other than Student)

**Please also sign the attached Refund Policy and Fees Protection Policy for International Students to indicate that you have read and understand them.**

## **FEES PROTECTION POLICY – INTERNATIONAL STUDENTS**

### *Rationale:*

International student fees must be handled in a way that ensures these funds are accessed in a way that is consistent with normal accounting practice. This means that those funds are secure from misappropriation. Refunds to students will be made available in accord with the Refunds Policy or if the school is not able to continue tuition.

### *Purpose:*

- 1 To ensure that if, in the event that the school is unable to continue to run a course or programme, that the unspent portion of the fees are available to be returned to the student.
- 2 To ensure that all funds from international students are accounted for separately and in such a way that individual student's contributions can be protected and monitored.

### *Guidelines:*

- 1 Accounting procedures are in place to ensure that monies are available for release.
- 2 Advance portion of tuition fees and homestay payments shall be kept in a separate bank account from other school funds.
- 3 These monies will be audited as part of the school's annual audit.
- 4 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, in courses or programme selected, as per refunds policy.
- 5 The school will maintain a Fidelity Insurance policy to provide indemnity for loss of funds due the dishonesty or fraud of employees or volunteers.

Please sign here:

\_\_\_\_\_

## REFUND POLICY

### *Rationale:*

The Code of Practice for the Pastoral Care of International Students requires Freyberg High School to have a Refund Policy.

### *Purpose:*

The Board of Trustees has a responsibility to ensure that the guidelines of the Code of Practice are followed.

### *Guidelines:*

- 1 If a student withdraws from their course before the course completion date, they will not receive a refund of fees except in exceptional circumstances.
- 2 In order to be eligible for any refund, the parent or legal guardian must apply in writing to the Director of International Students setting out the special circumstances of the claim. Supporting documentation will be required when claiming a refund, eg. medical certificates where applicable. Freyberg High School's decision, however, is final.
- 3 However, if the withdrawal is prior to the student coming to New Zealand, the fees will be refunded less:
  - A. An administration fee of \$250.
  - B. Costs to the school already incurred for tuition.
  - C. Components of the fee already committed for the duration of the course, including appropriate portions of salaries of teachers and support staff.
  - D. Any other costs already incurred.
- 4 If a student withdraws in the first month, fees will be refunded less:
  - A. Tuition costs for the first term.
  - B. Homestay costs to date, plus 3 weeks' notice.
  - C. Administration costs.
  - D. Any costs incurred in relation to stationery, textbooks and field trips.
  - E. Any costs incurred in relation to special circumstances, eg. medical, accommodation, monitoring, supervision, other.
- 5 No refund will be made to a student who is excluded from the school by the Board of Trustees.

Please sign here:

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## ACCEPTANCE OF ENROLMENT TERMS

Before your application can be considered please sign the following acknowledgements. If the applicant is under 20, this is to be signed by a Parent or Legal Guardian.

- 1 I agree to abide by the rules and policies of Freyberg High School at all times.
- 2 I have read, understood and agree to abide by the Student Conduct Rules.
- 3 I accept the right of the school to change my course if this is considered to be in my best interests.
- 4 I have read, understood and completed all relevant sections of the "Application for Enrolment" Form and the information I have given is true and correct in every respect.
- 5 I have read, understood and signed the attached Tuition Agreement and Policies that will apply if my application is successful.
- 6 I consent to my name, photograph and any comments or statements I have made to be used in promotional materials by Freyberg High School.

Signed	Date
Full Name <i>(Please print)</i>	
Relationship to Student <i>(eg Parent or Legal Guardian)</i>	
Address	
Phone	Fax

Offers of a place will be based on an assessment by the School or its Agent of the extent to which the ability and aspirations of the Student are matched by the educational opportunities offered by the School. If your application is successful you will receive a letter of offer. However, you will need to pay the fees before a Visa will be granted. If you accept the offer this application for enrolment and the Tuition Agreement shall be the terms and conditions of agreement by which tuition shall be provided to the Student. A Parent or Legal Guardian must sign the terms if the Student is under the age of 20 years and shall be bound by these terms and conditions. If the Student is aged 20 years or over, the duties, obligations and authorisations of the Parents of the Student set out in these terms and conditions shall attach to the Student, and all references to 'Parents' or 'Legal Guardians' shall be read accordingly.

Please send your completed application to:

International Student Department  
Freyberg High School  
Freyberg Street  
Palmerston North 4414  
New Zealand  
[office@freyberg.ac.nz](mailto:office@freyberg.ac.nz)

## CHECKLIST

Please complete this form carefully. Enrolment applications that have all the necessary supporting documents can be processed quickly. Please ensure you have completed/provided the following:

- Passport copy
- A recent photograph
- Certified photocopy showing Legal Guardianship (if applicable).
- Option subjects to be entered
- Information regarding pre-existing medical conditions (for insurance organised by the school) or copy of insurance certificate if you have taken out your own insurance
- 'Tuition Agreement' and Policies signed
- Acceptance of Enrolment Terms declaration signed
- Latest school report with an English translation
- Letter of recommendation from teacher of current school
- A hand written essay in English on "Why I want to study at Freyberg High School"