



# QUEEN CHARLOTTE

## International Student Tuition Agreement

This Agreement shall be signed on behalf of the Student by the parents or guardians of the Students where the Student is under 18 years of age.

School: **Queen Charlotte College** (“the School”)

Student: (“the Student”)

1. The School shall provide tuition to the Student in accordance with the New Zealand Ministry of Education’s Code of Practice and the laws of New Zealand in return for a set 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 the school to”
  - 3.1 Received information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational and welfare information;
  - 3.2 Receive financial information relating to the Student including bank account details, debt and/or income details of the Student;
  - 3.3 Provide consents in respect of any activity carried out and authorised by the School; and
  - 3.4 Provide necessary consents on the Student’s behalf in the end 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. The Parents agree to appoint the homestay hosts as their agents in New Zealand to receive and provide such information in substitution for the Parents.
5. 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.
6. The School shall use its best endeavours to ensure the safety, health and wellbeing of the Student but shall not be liable for any damage or harm caused to the Student or the Student’s property. In addition, the School shall have no responsibility for the Student outside of school hours.
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 Consumers Guarantees Act 1993.
9. Either party may terminate this agreement at any time upon one months written notice being given to the other party. If the agreement is terminated the refunds policy for International Students shall apply

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 meet its obligations under this agreement to the extent that the failure was caused by an act of God or other circumstances beyond its reasonable 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 application forms. 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 Student 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 for any purpose;
  - (b) All personal information provided to the School is collected and will be held by the School at 173 Waikawa Road, Picton, New Zealand, phone 00643 5736653, fax 00643 5736559;
  - (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.

**Execution**

I have read and understood the terms of this agreement including the attached schedule and agree to them.

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

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

Relationship to Student: \_\_\_\_\_

**Signed on behalf of Queen Charlotte College:**

\_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_