



Kelburn Normal School

Agreement to Provide Tuition Services

Agreement to provide tuition services between Kelburn Normal School and the Applicant:

Name of Applicant: _____

Name of Student: _____

Address of Applicant: _____

The Applicant is the parent of _____ (the 'Student'). The Applicant has applied for tuition of the Student in New Zealand and wishes the Student to attend Kelburn Normal School (the 'School'). The School has agreed to enrol the Student subject to the terms and conditions in this agreement.

Kelburn Normal School's Obligations

- Kelburn Normal School has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students 2016 published by the Minister of Education. Copies of the Code are available on request from this institution or from the [New Zealand Ministry of Education website](#).
- The School shall provide tuition in accordance with that accorded to domestic students.
- The School will assess the student's levels in English and other subjects to determine course placement.
- The School will only accept international students who live with their parents or are in accommodation approved by the School.

The School shall use its best endeavours 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 while attending the School.
- Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation.
- 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, the School shall not be responsible for any damage to such property that may occur outside the operating school premises.

The Applicant's Obligations

The Applicant shall:

- Pay to the School the tuition fees in the manner agreed to by both parties.
- 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.
- Ensure that the Student will accept and abide by the School's rules and all instructions given by members of staff.

- Ensure that the Student will accept and abide by the School's decisions regarding accommodation suitability and rules regarding accommodation.
- Ensure that the Student will attend the required classes on all occasions when the School is open unless prevented by illness or other urgent cause.
- Accept the right of the School to terminate this agreement and inform the Immigration Service if the Student fails to comply with the Ministry of Education's attendance requirements.
- Disclose to the School if the Applicant is or plans to change their visa or if the caregivers plan to study or work in New Zealand.

Authorisations

The parents of the Student who have signed the application for tuition on behalf of the Student irrevocably appoint and authorise the Principal of Kelburn Normal School (or such other person as may be appointed by the School Board of Trustees) 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 School.
- 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 Residential Caregiver of all matters and information required to be provided to parents of any student and agree to appoint the Residential 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 School.
- 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. The Applicant authorises any such person to release to the School any personal information that person holds concerning the Student/Applicant.

Limitations of Liability

- In no event shall the School 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 School's Fee Refund Policy.

Miscellaneous

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

- In addition to this document, the agreement shall consist of:
- The Application to Enrol as an International Student
- The International Student refund policy
- [The International Student Contract Dispute Resolution Scheme Rules 2016 \(DRS\)](#)
- 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 School 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 collected by the School may be held, used, and disclosed to third parties to enable the School 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 School believes may be of interest to the Student and/or Applicant; and
- Communicate with the Student and/or Applicant for any purpose.
- All personal information provided to the School will be held by Kelburn Normal School at 16 Kowhai Road, Kelburn, Wellington 6012.
- 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 School 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 [New Zealand Immigration](#).

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 [Ministry of Health](#).

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.

Medical and Travel Insurance

Before enrolment, international students must ensure that, as far as practicable, while enrolled with the signatory for educational instruction of 2 weeks' duration or longer, the student has appropriate New Zealand insurance covering:

- (a) the student's travel:
 - (i) to and from New Zealand; and
 - (ii) within New Zealand; and
 - (iii) if the travel is part of the course, outside New Zealand; and
- (b) medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and
- (c) repatriation or expatriation of the student as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation; and
- (d) death of the student, including cover of:
 - (i) travel costs of family members to and from New Zealand; and
 - (ii) costs of repatriation or expatriation of the body; and
 - (iii) funeral expenses.

Execution

- I have read and understood the terms set out in this agreement, including the attached schedule, 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.

Signed by Applicant: _____

Signed by School: _____

Designation: _____

Date: _____