



**ASHBURTON BOROUGH SCHOOL**  
Incorporating Lagmhor School

## **INTERNATIONAL STUDENTS – TUITION AGREEMENT**

This agreement is between the School and the Student and it shall be signed on behalf of the International Student by a parent or legal guardian of the Student.

### **Terms and Conditions**

1. The School shall provide tuition to the Student in accordance with the New Zealand Ministry of Education Code of Practice and the laws of New Zealand in return for a fee per short course or year as appropriate.
2. The Student shall comply with the rules and policies of the School and with the reasonable instructions from the teachers of the School.
3. The parents or guardians of the Student (the Parents) authorise the staff of the school to provide consents for school activities, travel outside the school and medical emergency where it is not reasonably practical to contact a parent.
4. The parents authorise the staff of the school to relocate the child to alternative accommodation if the child's safety or wellbeing is in any way compromised and where it is not reasonably practical or possible to contact the parents.
5. The parents agree to provide the School with academic, medical or other information related to the wellbeing of the Student.
6. The parents give permission for any previous education provider to be contacted.
7. The School shall agree to use its best endeavours to ensure the safety, health and wellbeing of the International Student. The School shall have no responsibility for the Student outside of school hours, if not advised beforehand in writing, of the caregiver's relinquishing of care or change of venue.
8. Under the Privacy Act, I understand that all personal information provided to the School is collected and will be held by the school.

9. It is acknowledged that all relevant provisions of the Education Act 1989 shall apply to the International Students in New Zealand. Any decision under these provisions to expel or suspend the Student for a specified period shall terminate this agreement and the Refund Policy shall apply. The Parents shall have no claim in damages or for any compensation if this agreement is terminated in these circumstances.
10. The School must be notified of any changes to accommodation or International Student status.
11. Either party may terminate this agreement at any time upon two weeks' written notice being given to the other party. If the agreement is terminated the Refund Policy shall apply.
12. 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 any other circumstances beyond its reasonable control. The Refund Policy will apply.
13. 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.
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 working days after posting.
15. This agreement contains all terms, representations and warranties made between the parties and supercedes all prior discussions and agreements covering the subject matter of this agreement.
16. If the Student/Parents fail to provide any information requested in the application for tuition, the School may be unable to process the application.
17. 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.
18. The school will not continue to enrol any International Students whose particular learning needs are not suitable for what the school can readily provide students e.g. who have special medical, learning or behavioural difficulties.
19. The School requires that the Medical and Travel Insurance Policy the student holds must be New Zealand based, school approved and commenced prior to the enrolment of the student.

- a. *Medical and Travel Insurance*: International students must have appropriate and current medical and travel insurance while studying in New Zealand
- b. *Eligibility for Health Services*: Most international students are not entitled to publicly funded health services while in New Zealand. If the student receives medical treatment during his/her visit they 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, and can be viewed on their website at <http://www.moh.govt.nz>.
- c. *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. Further information can be viewed on the ACC website at <http://www.acc.co.nz>.

20. Information on refunds for International Students can be found in the Ashburton Borough School Board of Trustees' Refund Policy for International Fee-Paying Students.

Guidelines:

- a. If you change your mind before coming to New Zealand, your full fees will be refunded less an administration fee of NZ\$250.00.
- b. **No refunds** will be made to students who are asked to leave Ashburton Borough School because of misbehaviour or poor attendance.
- c. Refunds/partial refunds of fees paid will be made only in exceptional circumstances at the discretion of the Principal. A written application to the Principal setting out the reasons for requesting a refund/partial refund is required.
- d. Where student status changes to Permanent Residency during the course of a school year, unspent fees will be refunded as from the start of the following term.
- e. No refunds will be made to students who wish to transfer to another school either in New Zealand or overseas.

**CODE:** Ashburton Borough School has agreed to observe and be bound by the Code of Practice for the Pastoral care of International students 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 at <http://www.minedu.govt.nz>.

### **Acceptance of Terms**

- I agree to abide by the rules and policies of the school at all times
- I understand that the school will take action on my behalf in case of sudden illness or injury
- In terms of the Privacy Act I understand that the information on this form is collected to form part of the essential information the school holds on my child.
- I have read and understood the terms and conditions detailed in this agreement.

Signature of Parent \_\_\_\_\_

Date \_\_\_\_\_