



WESTERN SPRINGS COLLEGE

Tuition Agreement for International Students

Western Springs College

This Agreement shall be signed on behalf of the Student by the parents or guardians of the Student where the Student is under 20 years of age and returned with payment of tuition fees and Homestay charges.

School: (Western Springs College) (“The College”)

Student: () (“The Student”, please print clearly)

- 1: The College 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 an annual fee of \$13,500.00.

- 2: The Student shall comply with the rules and policies of the College and with the reasonable instructions of the teachers of the College.

- 3: The parents or guardians of the Student (“The Parents”) authorise staff of the College 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 Receive financial information relation 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 College; and
 - 3.4 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 College to advise the Student’s home stay 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 College to obtain information regarding the Student from the homestay hosts. The parents agree to appoint the homestay hosts as their agents (or one of their agents) in New Zealand to receive and provide such information in substitution for the Parents.



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- 5: The Parents agree to provide the College with academic, medical, or any other information relating to the wellbeing of the Student as may be requested from time to time by the College.
- 6: The College 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.
- 7: In any event, the College'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 four weeks 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.
- 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 10 working days after posting.
- 14: This agreement contains all of the terms, representations and warranties made between



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the parties and supersedes all prior discussions and agreements covering the subject matter of this agreement.

15: The Parents and the Student acknowledge that:

- (a) Personal information of the parents and/or Student collected or held by the College is provided and may be held, used and disclosed to enable the College 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 College to communicate with the Student and/or Parents for any purpose;
- (b) All personal information provided to the College is collected and will be held by the College at Western Springs College, 100 Motions Road, Auckland 1022, New Zealand, Ph +64 9 8156730, Fax +64 9 815 6740, email international@westernsprings.school.nz
- (c) If the Student/Parents fail to provide any information requested in the application for tuition, the College 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 correction of any personal information held by the College concerning them.

16: The Parents and the Student agree that the Student shall remain in English-speaking homestay accommodation organised by the College and obey the homestay rules that is for the term of this agreement. Any other homestay request should be formally approved by the College.

Source: Adapted from KPMG Legal (Education NZ Trust November 2000)

C:/My Documents/Code of Practice/Application Request

The End

ADDRESS: MOTIONS ROAD, WESTERN SPRINGS, AUCKLAND 1022
PH: 006498156743, 006498468197 FAX: 006498156740 WEBSITE: www.westernsprings.school.nz