

tuition agreement...1

PLEASE READ ALL FORMS BEFORE SIGNING ANY APPLICATION FORMS



International Students' Tuition Agreement

If Middleton Grange International College, a division of Middleton Grange School, (the "College") accepts the student named in the application for tuition in New Zealand, the following terms and conditions shall apply:

- 1.** The College has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Ministry of Education (the "Code"). Copies of the Code are available on request from the College or from the New Zealand Ministry of Education, website at www.minedu.govt.nz

- 2.** Having a Middleton Grange approved Care Provider and Accommodation Agent is compulsory regardless of age. An approved Care Provider and Accommodation Agent has a contract with Middleton Grange to provide care and homestay to students enrolled in the school. Students cannot choose their own Care Providers and Accommodation Agents. However, there are several to choose from and the school will endeavour to match the student and the Care Provider and Accommodation Agent. The school must have a signed form appointing a Middleton Grange Contracted Care Provider and Accommodation Agent prior to final enrolment at school. The contracted Care Provider and Accommodation Agent is an agent for parents and will assume responsibility on behalf of parents while the student is enrolled at the College. They are not agents of the College. Parents or students are not permitted to change the contracted Care Provider and Accommodation Agent until their agreement with them expires.
 - 2.1** Middleton Grange has firm guidelines regarding change of Care Provider. If a student has Middleton Grange as a Care Provider they may change to another Middleton Grange Care Provider at the end of any year. If a student has a "Contracted Care Provider" they may not change to another "Contracted Care Provider" but must come under the Care Provision of Middleton Grange School.

- 3.** The parents or agent of the student who have signed the application for tuition on behalf of the student ("parents") irrevocably appoint and authorise the Director of the College (or such other person as may be appointed by the College to carry out the Directors duties) to:
 - 3.1** Receive information from any person, authority or corporate body concerning the student including, but not limited to, medical, educational or welfare information.
 - 3.2** Provide consents in respect of any activity carried out and authorised by the College.
 - 3.3** Receive financial information relating to the student including bank accounts, debts or income of the student while in New Zealand.
 - 3.4** 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 parents or the student's Care Provider and Accommodation Agent.

- 4.** The parents irrevocably authorise the Director of the College to advise the student's Care Provider and Accommodation Agent of all matters and information required to be provided to parents of any student under the Education Act 1989 and agree that the Care Provider and Accommodation Agent in New Zealand is entitled to receive such information in substitution for the parents.

- 5.** The parents agree to provide the College with academic, medical or other information relating to the well-being of the student as may be requested from time to time by the College.

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- 6.** The College shall use its best endeavours to ensure the safety, health and well-being of the student but shall not be liable for:
- 6.1** Any damage or harm caused to the student or the student's property arising out of the student's accommodation arrangements.
- 6.2** Any damage or harm caused to the student's property while attending the College unless the harm was a result of gross negligence on the part of the College.
- 6.3** Any damage or harm caused to the student's property outside of normal school hours and in the case of the student's property, shall not be responsible for any damage to such property that may occur outside the College's premises.
Provided that the College shall not be liable for any personal injury in respect of which individuals are entitled to compensation under the Accident Rehabilitation and Compensation Insurance Act 1992.
- 7.** Full International Medical Insurance is **compulsory** for all students enrolled in the College. All students will pay an annual premium with tuition fees. The school will purchase a Unicare policy. Parents and agents must read the conditions in the policy document and organise any additional insurance they may require.
The following extract from the Code is provided for information:
Health and Travel Insurance: "Most students are not entitled to publicly funded health services while in New Zealand unless they are:
- A resident or citizen of Australia; or
 - A national of the United Kingdom in New Zealand; or
 - The holder of a temporary permit that is valid for two years or more".
- If you do not belong to one of these special categories and you receive medical treatment during your visit, you will be liable for the full costs of that treatment. We strongly recommend that you have insurance that will cover the cost of medical treatment in New Zealand for the duration of your stay in New Zealand. We also strongly recommend that you obtain insurance to cover your travel to and from New Zealand."
- 8.** Subject to clause 9 the College's liability in relation to the supply of goods and services to the student is limited to the amount of fees paid by the student for any one year's tuition.
- 9.** Nothing in this Agreement limits any rights the parents and/or student may have under the Consumer Guarantees Act 1993.
- 10.** The parents and/or student agree to pay all tuition fees and additional charges as may from time to time be levied by the College.
- 10.1** Before two months prior to the commencement of tuition the student will pay:
- a) the non-refundable administration fee, and
 - b) the tuition fee as set out in the student's invoice, and as set out in the current fee information sheet.
- 10.2** If this agreement comes into force less than two months prior to the commencement of tuition then within fourteen days of the date of this agreement the student will pay the fees in accordance with 10.1 above.
- 10.3** On renewal of this agreement for a subsequent tuition period the student agrees to pay:
- a) Before two months prior to the ensuing tuition period the tuition fee as set out in the College invoice.
 - b) In the case where this agreement comes into force less than two months prior to the ensuing tuition period, within fourteen days the tuition fee as set out in the schedule applicable to the ensuing tuition period.
- Where a student wishes to enrol for a period of time less than twelve months availability of tuition will be considered on an individual basis, and an administration fee and tuition fee shall be payable within fourteen days of the date of this agreement in accordance with the attached schedule. Students cannot commence study unless fees are paid in full.

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- 11.** Either party may terminate this agreement at any time by giving the other party a one month written notice.
- 11.1** On termination by the school the student is entitled to a refund of a portion of the tuition fee paid. This portion shall be calculated on the basis of the proportion that the number of College days remaining in the contracted tuition period, counting from the day after the student last attends the College, less twenty College days, bears to the total number of days in the contracted tuition period.
- 11.2** On termination by the student:
 - a) Where the tuition period is for six months or longer
 - (i) in the first two months of the tuition period the student is entitled to a refund of 50% of the tuition fee paid;
 - (ii) after the first two months of the tuition period no refund of tuition fee shall be made.
 - b) Where the tuition period is for less than six months no refund of tuition fee shall be made.
- 11.3** On termination by New Zealand Immigration Service, the student is required to abide by the conditions of their visa in the Immigration Act 1987 plus amendments. If a student breaks their visa conditions and is deported by New Zealand Immigration Services then no refund is given.
- 11.4** Notwithstanding the conditions of clauses 11.2 and 11.3 above in exceptional circumstances (such as a serious illness to the enrolled student or a member of the student's immediate family resident overseas) the school may decide to grant a refund greater than the amount to which a student may otherwise be entitled.
- 12.** It is acknowledged that the stand-down, suspension, exclusion and expulsion of students provisions as set out in Part 2 of the Education Act, 1989 as amended by the Education Amendment Act (No. 2) 1998; Education (Stand-down, Suspension, Exclusion and Expulsion) Rules 1999, and any subsequent legislative changes shall apply to the student in New Zealand. That these should be understood in conjunction with the Code. Any decisions under these provisions to expel 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 circumstances under Clause 11.
- 13.** 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 any event of force majeure. Force majeure means an event beyond the reasonable control of the party seeking to reply on force majeure.
- 14.** 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 parents irrevocably submit to the jurisdiction of the courts of New Zealand, agree that proceedings may be brought before any court including any forum constituted under the Arbitration Act 1996 within New Zealand and waive any objection to proceedings in any such court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
- 15.** The parents/agents/care provider/designated caregiver agree that the student, regardless of age, will comply with the Rules for International Students attending Middleton Grange International College as set out in the Enrolment Pack. The College retains the right to amend the rules and policies including the Rules for International Students attending Middleton Grange International College, from time to time.
- 16.** 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 fourteen days after posting.

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- 17.** This agreement shall consist of the Application for Tuition, Appointment of Care Provider and Accommodation Agent and this Tuition Agreement including the attached schedules. 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 by the College in writing to the parents/care providers and shall continue in force while the student is enrolled with the College.
- 18.** The Care Provider and Accommodation Agent acknowledges that:
- 18.1** 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 associated services to the student, provide to the student and/or care provider advice or information concerning products and services the College believes may be of interest to the student and/or care provider, to enable the College to communicate with the student and/or care provider for any purpose; and to act in the best interest of the student with that information as the College sees fit.
- 18.2** All personal information provided to the College is collected and will be held by the College at 50 Acacia Avenue, Christchurch 8041, New Zealand, Telephone +64 3 341 4054 and Fax +64 3 341 4056.
- 18.3** If the student/Care Provider fails to provide any information requested in the Application for Tuition, the College may be unable to process the application.
- 18.4** The student/care provider has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the College concerning them.
- 19.** Should the student's passport status change to a "permanent resident", or if the parent's status changes then the student may decide to apply for a place at Middleton Grange School. There is no guarantee that a place will be available. Fees for the balance of the contracted tuition period are not refundable. The term of this agreement is until the end of the school academic year for which tuition has been paid. With the approval of the College this agreement may be renewed for a further tuition period subject to clause 10.3 of this agreement. Approval is acknowledged by the College by the request for payment of tuition fees for a further tuition period.