



middleton grange school

Christchurch New Zealand



## INTERNATIONAL STUDENT TUITION AGREEMENT

This agreement records the terms on which Middleton Grange School ("School") accepts the student named in the application form for tuition:

1. The School has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016 (the 'Code') published by the Ministry of Education. Copies of the Code are available on request from the School or from the New Zealand Qualifications Authority website – [www.nzqa.govt.nz](http://www.nzqa.govt.nz).
2. Under the Code and the Education Act 1989, the School has responsibility for all students enrolled. Specific staff at the School will be appointed to care for students. Should parents of a student enrolled at the school wish to have an external care provider (guardian) who will be responsible to the parents for care of the student, then the School will work with these care providers in supporting and caring for the student.
3. The parents or agent of the student who have signed the application for tuition on behalf of the student ('parents') irrevocably appoint and authorize the School's Director International College (or such other person as may be appointed by the School to carry out the Director's duties) to:
  - Receive information from any person, authority or corporate body concerning the student including, but not limited to, medical, educational, welfare or immigration information.
  - Provide consent in respect of any activity carried out and authorized by the School.
  - Receive financial information relating to the student including bank accounts, debts or income of the student while in New Zealand.
  - Provide consent 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.
4. The parents irrevocably authorize the Director of the School to advise the student's care provider 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 in New Zealand is entitled to receive such information in substitution for the parents.
5. The parents agree to provide the School with true and accurate academic, medical or other information relating to the well-being of the student as may be requested from time to time by the School.

### Safety, Health and Insurance

6. The School will endeavor to ensure the safety, health and well-being of the student but is not liable for:
  - Any damage or harm caused to the student or the student's property arising out of the student's accommodation arrangements.
  - Any damage or harm caused to the student's property while attending the School unless the harm was a result of gross negligence on the part of the School.
  - 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 School's premises.
  - Any personal injury in respect of which individuals are entitled to compensation under the Accident Compensation Act 2001.

**Address:** 30 Acacia Avenue, Upper Riccarton, Christchurch 8041, New Zealand

**Telephone:** 64-3-3414054 **Fax:** 64-3-3414056 **Email:** [inted@middleton.school.nz](mailto:inted@middleton.school.nz)

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7. Full medical insurance is compulsory for all students enrolled in the School and this insurance must be valid from the date of enrolment until the expiry of their student visa. This is in accordance with the Code and Immigration New Zealand's regulations. All students are invoiced for medical insurance with their tuition fees. The School will purchase a Uni-Care or Studentsafe-Marsh policy that meets the requirements of the Code. Parents and agents must read the conditions in the policy document and organize any additional insurance the student may require (e.g. pre-existing conditions).

#### **Limitation of Liability**

8. Except to the extent that the parents and/or student have rights under the Consumer Guarantees Act 1993 or Fair-Trading Act 1986 that cannot be excluded, the School's maximum liability in relation to this agreement and 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.

#### **Fees**

9. The parents and student agree to pay all tuition fees and additional charges as may from time to time be levied by the School ("Fees") by the date two months prior to the commencement of tuition.
10. If this agreement comes into force less than two months prior to the commencement of tuition, then the Fees must be paid within fourteen days of the date of this agreement.
11. On renewal of this agreement for a subsequent tuition period the parents and student agree to pay all tuition fees and additional charges levied by the School relating to the further tuition period:
  - By the date two months prior to the further tuition period.
  - In the case where any renewal of this agreement comes into force less than two months prior to the further tuition period, within fourteen days of the renewal of this agreement.
12. Where a student wishes to enroll 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.
13. Students cannot commence study unless fees are paid in full.

#### **Term and Termination**

14. This tuition agreement begins on the date of commencement of studies and continues until the end of the school academic year for which tuition has been paid unless the School expressly agrees in writing to a shorter term. With the approval of the School this agreement may be renewed for a further tuition period subject to clause 11 of this agreement. Approval is acknowledged by the School by the request for payment of tuition fees for a further tuition period.
15. Subject to the provisions of the Education Act 1989, either party may terminate this agreement at any time by giving the other party a one month written notice. Termination of this agreement shall also terminate the student's enrolment at the School.
  - a) 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 School days remaining in the contracted tuition period, counting from the day after the student last attends the School, less twenty school days, bears to the total number of days in the contracted tuition period.
  - b) In accordance with the Code, if this agreement is terminated due to the School ceasing to provide a course of educational instruction as contracted with the student, or due to the School



- c) ceasing to be a signatory to the Code, the School will refund to the student or the student's parents the amount of any fees paid for services not delivered or the unused portion of fees paid or if directed by the student or the code administrator or the agency responsible for fee protection mechanism, transfer the said amounts to another signatory as agreed with the student or the student's parents.
- d) On termination by the student:
- Where the tuition period is for six months or longer
    - In the first two months of the tuition period the student is entitled to a refund of 50% of the tuition fee paid;
    - After the first two months of the tuition period no refund of tuition fee shall be made.
  - Where the tuition period is for less than six months no refund of tuition fee shall be made.
- e) The student is required to abide by the conditions of their visa as stipulated in the Immigration Act 2009. If the student's visa is cancelled so that the student cannot continue the tuition at the School, or the student breaks their visa conditions and is required to leave New Zealand then no refund is given.
- f) Notwithstanding the conditions of clauses b) and c) 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.
16. It is acknowledged that the stand-down, suspension, exclusion and expulsion of students provisions set out in the Education Act 1989 as amended from time to time shall apply to the student in New Zealand. Any decision made under the Education Act 1989 to expel the student shall terminate this agreement and shall be treated as a termination by the student.
17. The student and parents shall have no claim in damages or for any compensation if this agreement is terminated except as expressly provided in Clause 15.

## General Provisions

18. 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.
19. 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.
20. The parents/agent/care provider/designated caregiver agree that the student, regardless of age, will comply with the Rules for International Students attending Middleton Grange School as set out in the Enrolment Pack. The School retains the right to amend the rules and policies including the Rules for International Students attending Middleton Grange School's International College, from time to time.

21. 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.
22. This agreement shall consist of the Application for Tuition 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 School in writing to the parents and shall continue in force while the student is enrolled at the School.

### **Personal Information**

23. Parents acknowledge that:
  - 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 associated services to the student, provide to the student and parents advice or information concerning products and services the School believes may be of interest to the student to enable the School to communicate with the student and parents for any purpose, and to act in the best interest of the student with that information as the School sees fit.
  - All personal information provided to the School is collected and will be held by the School at 30 Acacia Avenue, Christchurch, 8041, New Zealand, Telephone +64 3 341 4054.
  - If the student and parents fail to provide any information requested in the Application for Tuition, the School may be unable to process the application.
  - The School is required by the Code to report to Immigration New Zealand known or suspected breaches of visa conditions by international students and notify Immigration New Zealand of terminations of enrolment. The parents and the student consent to the disclosure of such information to Immigration New Zealand.
  - The student and 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.

### **Change of Immigration Status**

24. Should the student's Immigration status change to a permanent resident, or if the parent's status changes to either permanent resident or the holder of a work visa, then the student's status changes from an international fee-paying student to a domestic student. This student will then need to apply for a domestic place at Middleton Grange School. There is no guarantee that a place will be available. If there is no domestic place available, then the student must enrol in another school as a domestic student. Fees for the balance of the contracted tuition period are not refundable.

### **The Dispute Resolution Scheme (DRS)**

25. Middleton Grange School has systems and procedures in place to resolve problems internally for any international students. Please refer to our Code of Conduct booklet (on our website or in the orientation bag). If problems cannot be resolved internally then students have the right to contact iStudent Complaints, the DRS operator. Should a contractual or financial dispute arise between an international student and a school, NZQA will refer it to the dispute resolution scheme operator, FairWay Resolution Limited, who have been appointed to this role by the Ministry of Education. Information about the dispute resolution scheme operator can be found at their website: <http://www.fairwayresolution.com/istudent-complaints>



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## Arrival and Departure

26. Students arriving prior to commencement of study and holding a student visa to Middleton Grange School (the School) are the school's responsibility and therefore must comply with all school rules and requirements.

Students wishing to remain in New Zealand at the end of the academic year and not return to their home country are the school's responsibility and therefore must comply with all school rules and requirements.

Students wishing to remain in New Zealand after completion of their studies or end of their enrolment with Middleton Grange School are no longer the responsibility of Middleton Grange School. Immigration New Zealand and Ministry of Education will be notified at the end of contracted course for this student.

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