



INTERNATIONAL PUPIL TUITION AGREEMENT

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

1. The parents acknowledge that tuition will be delivered from the Special Character perspective of the school to a high standard and that the Special Character Policy will be adhered to.
2. The School has agreed to observe and be bound by the Education (Pastoral Care of International Pupils) 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.
3. *Under the Code and the Education Act 1989, the School has responsibility for all pupils enrolled. Specific staff at the School will be appointed to care for pupils. Should parents of a pupil enrolled at the school wish to have an external care provider (guardian) who will be responsible to the parents for care of the pupil, then the School will work with these care providers in supporting and caring for the pupil.*
4. The parents or agent of the pupil who have signed the application for tuition on behalf of the pupil ('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 pupil 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 pupil including bank accounts, debts or income of the pupil while in New Zealand.
 - Provide consent that may be necessary to be given on the pupil's behalf in the event of a medical emergency where it is not reasonably practicable to contact the parents or the pupil's care provider.
5. The parents irrevocably authorize the Director of the School to advise the pupil's care provider of all matters and information required to be provided to parents of any pupil 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.
6. The parents agree to provide the School with true and accurate academic, medical or other information relating to the well-being of the pupil as may be requested from time to time by the School.

Safety, Health and Insurance

7. The School will endeavor to ensure the safety, health and well-being of the pupil but is not liable for:
 - Any damage or harm caused to the pupil or the pupil's property arising out of the pupil's accommodation arrangements.
 - Any damage or harm caused to the pupil's property while attending the School unless the harm was a result of gross negligence on the part of the School.

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

Telephone: 64-3-3414054 **Fax:** 64-3-3414056 **Email:** inted@middleton.school.nz

www.middleton.school.nz

- Any damage or harm caused to the pupil's property outside of normal school hours and in the case of the pupil'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.
8. Full medical insurance is compulsory for all pupils enrolled in the School and this insurance must be valid from the date of enrolment until the expiry of their pupil visa. This is in accordance with the Code and Immigration New Zealand's regulations. All pupils 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 pupil may require (e.g. pre-existing conditions).

Limitation of Liability

9. Except to the extent that the parents and/or pupil 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 pupil is limited to the amount of fees paid by the pupil for any one year's tuition.

Fees

10. The parents and pupil 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.
11. 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.
12. On renewal of this agreement for a subsequent tuition period the parents and pupil 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.
13. Where a pupil 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.
14. Pupils cannot commence study unless fees are paid in full.

Term and Termination

15. 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.
16. 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 pupil's enrolment at the School.
- a) On termination by the School, the pupil 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 pupil 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 pupil, or due to the School ceasing to be a signatory to the Code, the School will refund to the pupil or the pupil's parents the amount of any fees paid for services not delivered or the unused portion of fees paid or if directed by the pupil or the code administrator or the agency responsible for fee protection mechanism, transfer the said amounts to another signatory as agreed with the pupil or the pupil's parents.
 - c) On termination by the pupil:
 - Where the tuition period is for six months or longer
 - In the first two months of the tuition period the pupil 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.
 - d) The pupil is required to abide by the conditions of their visa as stipulated in the Immigration Act 2009. If the pupil's visa is cancelled so that the pupil cannot continue the tuition at the School, or the pupil breaks their visa conditions and is required to leave New Zealand then no refund is given.
 - e) Notwithstanding the conditions of clauses b) and c) above in exceptional circumstances (such as a serious illness to the enrolled pupil or a member of the pupil's immediate family resident overseas) the School may decide to grant a refund greater than the amount to which a pupil may otherwise be entitled.
17. *It is acknowledged that the stand-down, suspension, exclusion and expulsion of pupil's provisions set out in the Education Act 1989 as amended from time to time shall apply to the pupil in New Zealand. Any decision made under the Education Act 1989 to expel the pupil shall terminate this agreement and shall be treated as a termination by the pupil.*
18. The pupil and parents shall have no claim in damages or for any compensation if this agreement is terminated except as expressly provided in Clause 15.
19. As stipulated in point 5 of this agreement and in Section A of the Enrolment Form, parents agree to provide the school with academic, medical and other information relating to the well-being of the pupil. Failure to provide true and accurate information may result in the pupil's place at the school being revoked.

General Provisions

20. 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 rely on force majeure.
21. 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.

22. The pupil, parents/agent/care provider/designated caregiver agree that the pupil, regardless of age, will comply with the Middleton Grange School Bylaws and the Rules for International Pupils attending Middleton Grange School as set out in the Enrolment Pack and/or on the Middleton Grange School website. The School retains the right to amend its bylaws, rules and policies including the Rules for International Pupils attending Middleton Grange School's International College, from time to time. The pupil, parents/agent/care provider/designated caregiver acknowledge that, in accordance with section 4 of the Education Act 1989, the school may take appropriate disciplinary action against the pupil (as defined in that section) if the pupil's conduct is in breach of this tuition agreement, including without limitation this clause 21.
23. 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.
24. 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 pupil is enrolled at the School.

Personal Information

25. Parents acknowledge that:
 - Personal information of the parents and / or pupil 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 pupil, provide to the pupil and parents advice or information concerning products and services the School believes may be of interest to the pupil to enable the School to communicate with the pupil and parents for any purpose, and to act in the best interest of the pupil 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 pupil 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 pupils and notify Immigration New Zealand of terminations of enrolment. The parents and the pupil consent to the disclosure of such information to Immigration New Zealand.
 - The pupil 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

26. Should the pupil'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 pupil's status changes from an international fee-paying pupil to a domestic pupil. This pupil 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 pupil must enrol in another school as a domestic pupil. Fees for the balance of the contracted tuition period are not refundable.

The Dispute Resolution Scheme (DRS)

27. Middleton Grange School has systems and procedures in place to resolve problems internally for any international pupils. Please refer to our Code of Conduct booklet (on our website or in the orientation bag). If problems cannot be resolved internally then pupils have the right to contact iStudent Complaints, the DRS operator. Should a contractual or financial dispute arise between an international pupil 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>

Arrival and Departure

28. Pupils 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.

Pupils 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.

Pupils 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 pupil.

Safety and Employment

29. International pupils at high school may be able to work part time, up to 20 hours per week and full time during scheduled holidays, on a Student Visa. There are requirements that pupils must meet to be able to work while studying. Full details on working rights for school-aged international pupils are available from Immigration New Zealand.
<http://www.immigration.govt.nz/migrant/stream/study/canistudyinnewzealand>

Please note: If anyone is being forced to work in New Zealand illegally for less than minimum wage or excessive hours is advised to call the Labour Inspectorate on 0800 20 90 They can also contact anonymously:

<http://www.crimestoppers-nz.org> or phone 0800 555 111