



Gulf Harbour School

International Student Tuition Agreement

This agreement shall be signed by the parents of the student on behalf of the student.

School: Gulf Harbour School (“the school”)

Student: (“the Student”)

Parent/s: (“the Parent/s”)

The conditions in this agreement apply for the whole time the student is enrolled at the school.

Dates of enrolment: (beginning and end dates)	
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1. The School shall provide tuition to the Student in accordance with the Education (Pastoral Care of International Students) Code of Practice 2016 and any other applicable laws of New Zealand in return for the payment of a fee.

A copy of the Code of Practice is available from the School or from the NZQA website International Students section – see www.nzqa.govt.nz/providers-partners/education-code-of-practice/code-of-practice-resources-languages/

IMMIGRATION

2. All students must meet the requirements of Immigration New Zealand to study in New Zealand.
See www.immigration.govt.nz/new-zealand-visas/options/study for more information.
3. Students may be enrolled at the School for up to 3 consecutive months if they have a Visitor Visa. Students must have a Student Visa for enrolments longer than 3 months.
4. The Student’s passport and visa, and Parents’ passports and visas, must be shown at enrolment. The Parents must ensure that all documentation, including visas and insurance, is kept up to date. The School will notify Immigration New Zealand if it becomes aware of a breach of visa conditions.
5. If a Parent gains a work permit, or becomes a New Zealand permanent resident, the international enrolment will be terminated, and a new enrolment procedure must be completed. The School’s Fee Protection and Refund Policy will apply.
6. The School will report any termination of enrolment to Immigration New Zealand immediately.

FEES

7. The tuition fee must be paid in full in order to enrol the student, or before the enrolment is renewed. All other fees must be paid as otherwise directed by the school.
 - See the **International Student Schedule of Fees** (attached) for current fees.
8. The tuition fee includes all tuition costs in the New Zealand Primary School Curriculum, but does not include:
 - uniforms, writing materials, and electronic devices
 - specialised music tuition and associated costs
 - costs associated with any extra-curricular activities, e.g. sports, beach day, camps, and day trips
 - specialised assessment if required
 - any specialist teaching required other than English for Speakers of Other Languages (ESOL)
 - New Zealand school dental and health services
 - entry into academic competitions
 - any other cost not set out in the provisions of the Fee Schedule.
9. Parents are expected to pay accounts promptly to the School when invoices are issued.
10. Where fees have been paid but the student withdraws before the course begins, an administration fee will be deducted from any refund given.

FEE PROTECTION AND REFUND

11. The conditions of the Fee Protection and Refund Policy must be accepted and signed before enrolment begins. The School holds sufficient reserves to be able to refund the Student's fees if the School is unable to provide, or continue, the course of tuition.
 - See the **Fee Protection and Refund Policy**.

INSURANCE

12. Most international students are not entitled to publicly funded health services while in New Zealand. International students receiving medical treatment while in New Zealand may be liable for the full costs of that treatment.
13. ACC (the Accident Compensation Corporation) provides accident insurance for all New Zealand citizens, residents, and temporary visitors to New Zealand, but international students may be liable for all other medical and related costs.

See www.acc.co.nz for more information.
14. The Student must have comprehensive travel and medical insurance for the full period of enrolment from leaving home to returning home. An insurance policy may be arranged through the School.
15. Alternately parents can arrange their own insurance and will provide the School with evidence of appropriate insurance, in English, before enrolment begins.
16. Appropriate insurance, as outlined in the Code of Practice, should cover:

- travel to and from New Zealand, within New Zealand, and outside New Zealand (if part of the course)
 - medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation
 - repatriation or expatriation of the student as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation
 - death of the Student, including cover of:
 - travel costs of family members to New Zealand
 - costs of repatriation or expatriation of the body
 - funeral expenses.
17. The insurer must be a reputable and established company with a credit rating no lower than A from Standard and Poors, or B+ from A M Best. AAA is the highest credit rating. The insurer must be able to provide 24/7 cover.

LIVING ARRANGEMENTS

18. This Agreement is conditional on the Student living in accommodation in New Zealand which complies with the Code of Practice at all times. If this condition is unable to remain fulfilled, then this Agreement will be at an end.
19. Students under 10 years of age MUST live with their parents or legal guardian. Students aged 10-17 years MUST live with a parent or legal guardian, or an approved residential caregiver. A residential caregiver is either an approved Homestay arranged by the School, or a Designated Caregiver (relative or close family friend designated in writing by the parent/legal guardian) as approved by the School.
20. Where a student over 10 years of age will not be accompanied by a parent, this Agreement is subject to an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.
21. The parents or legal guardians agree that no changes to the accommodation arrangements will be made whatsoever without the prior written agreement of the School.

Designated Care

22. The School may accept international students who are 10 years of age or older who will be living with a designated caregiver. This must be a relative or close family friend and evidence of the relationship must be shown before acceptance.
23. The Parents and the Student must sign an indemnity declaration and agreement when the Student will be living with a designated caregiver. The School must approve the accommodation.

ENROLMENT

24. An international student enrolment form will be completed at the time of enrolment, and enrolment will begin after all documentation is completed.
25. The Parents must provide any information requested in relation to the Student's enrolment before the application is processed, including a recent school report (in English).
26. The Parents must disclose any known learning differences or difficulties, and any social, emotional, or health needs the Student has. Enrolment may be terminated if the Student is found to be unsuitable for the programme the School is able to offer.

27. The School will issue a certificate of enrolment at the completion of the course and once all accounts have been paid and school resources returned.

SCHOOL

Quality assurance information about New Zealand schools is available from the Education Review Office website www.ero.govt.nz/. ERO last visited our school on 21/11/2016 and the report can be reviewed here <http://www.ero.govt.nz/review-reports/gulf-harbour-school-21-11-2016/>

28. The Student is part of the regular school assessment and reporting programme and will receive the same learning opportunities as all students at the School. This includes access to extracurricular activities.
29. All classes are taught in English and are based on the New Zealand Curriculum.
30. The School will place the Student in the year level best suited to the Student's needs. The School may change a Student's class placement after enrolment if it is in the Student's best interests.
31. The School provides orientation for the Student and the Parents.
32. English for Speakers of Other Languages (ESOL) tuition is based on individual needs.
33. The Student is expected to take part in all school learning activities. The Parents give permission for the Student to take part in education outside the classroom (EOTC). There may be additional costs for EOTC activities.
34. School staff will monitor progress and deal promptly with any issues that may affect learning. If the Student is found to have unexpected learning or behaviour difficulties, the enrolment may need to be reviewed.
35. After the Student has settled in, a review conference will be held to inform the Parents about how the Student is adjusting to all aspects of school life.

STUDENT'S OBLIGATIONS

36. The Student is expected to comply at all times with the Code and the Act, and to follow all school rules and policies including attendance, behaviour, and uniform. In particular, the Student must read, understand, and sign:
- the Internet Policy and the BYOD contract

Attendance

37. The Student must follow the School's attendance rules and maintain satisfactory attendance. The Student must attend school on all occasions when it is open unless prevented by illness or other urgent or approved cause. The School reserves the right to terminate this agreement and inform Immigration New Zealand if the Student fails to comply with Ministry of Education attendance requirements.
38. The School must be notified about any planned absence by the Student and reasons given.
39. The Student must not attend school if they are unwell. The School must be notified about any absence due to illness.
40. The School must be informed about any infectious conditions the Student may show symptoms of.

Behaviour

41. If the Student's behaviour is causing concern, a meeting will be arranged with the Student, the Parents, classroom teacher, international student coordinator, and the principal to resolve any issues. The Parents may arrange to have an interpreter present. If the Student's behaviour does not improve, written notification will be given to the Parents and the Student may be asked to leave.
42. It is acknowledged that all relevant provisions of the Education Act 1989 relating to stand-down, suspension, exclusion and expulsion will apply to the Student while in New Zealand. Any decision under these provisions to expel or exclude the Student for a specified period will terminate this agreement and the refunds policy will apply. The Parents will have no claim for damages or for compensation if this agreement is terminated in these circumstances.
 - Please see <https://www.education.govt.nz/school/managing-and-supporting-students/student-behaviour-help-and-guidance/stand-downs-suspensions-exclusions-and-expulsions-guidelines/>

PARENTS' OBLIGATIONS

43. The Parents agree to provide the school with academic, medical, or other information relating to the wellbeing of the Student as may be requested from time to time by the School.
44. The Parents are expected to support the School and the Student's learning. If the Parents have any concerns, they must inform the School immediately.
45. The Parents will comply with all New Zealand laws. Any breach will be reported to the appropriate authorities.
46. The Parents must maintain an up-to-date visa as stipulated by Immigration New Zealand.

Contact details

47. The School must have the correct contact address and phone details for international students at all times. This includes:
 - contact details for where the student is living
 - a local emergency contact
 - home country emergency contact details, e.g. parent(s) and/or next of kin.
48. If any contact details change, the School must be notified immediately.

LIABILITY

49. The School shall do its best to ensure the safety, health, and well-being of the Student but will not be liable for any damage or harm caused to the Student or the Student's property.
50. The School will not be liable for:
 - any loss or damage to the Student's property, however caused, during or after school hours
 - any wilful damage done by the Student to school property incurring cost (this is the financial responsibility of the Parents).
51. In no event will the School liability exceed an amount equal to the tuition fees paid by the Student.

Force majeure

52. Neither party is liable to the other for failing to meet their obligations under this agreement to the extent that the failure was due to circumstances beyond their reasonable control (the Fee Protection and Refund Policy will apply).

PRIVACY AND AUTHORISATIONS

53. Personal information collected by the School about the Student and/or the Parents may be held, used, and disclosed to third parties to enable the School to:

- process the enrolment application
- provide tuition to the Student
- provide the Student and/or the Parents with information or advice about products and services that may be of interest to the Student and/or the Parents
- communicate with the Student and/or the Parents for any purpose.

54. All personal information provided to the School is held by the School at 65 Alec Craig Way, Gulf Harbour, Auckland, New Zealand.

55. Under the Privacy Act 1993, the Student and the Parents have the right to access and request corrections to any personal information concerning them held by the school.

56. Under the Privacy Act 1993, any information collected may be provided to education authorities.

57. Information relating to the education, health, wellbeing, or safety of the Student may be released to relevant parties outside the School, at the discretion of the School.

58. Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School.

59. The Parents of the Student authorise staff of the School to:

- receive information from any person, authority, or corporate body concerning the Student, including but not limited to medical, educational, and welfare information
- receive financial information relating to the Student, including bank account details, debt, and/or income of the Student
- provide consents in respect of any activity carried out and authorised by the School
- 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.

GRIEVANCE PROCEDURES

60. If the Student or the Parents wishes to make a complaint related to the welfare and support they have received from the School, the first contact is the class teacher or international student coordinator, and then the principal. *(See the School's informal complaints procedure.)*

61. If the problem cannot be resolved, the Student or the Parents may write to the Board of Trustees. *(See the School's formal complaints procedure.)*

62. If the complaint is not resolved through the School's internal complaints procedures, the Student or the Parents can contact NZQA about their complaint. All international students are given information about this complaints process.

ENTIRE AGREEMENT

63. This agreement consists of:

- Application to Enrol as an International Student
- International Students Tuition Agreement
- Fee Protection and Refund Policy.

64. This agreement contains the entire understanding of the parties and supersedes all prior discussions and agreements covering the subject matter of this agreement.

65. The terms of this agreement may be changed at any time by the School, and any such change will be notified to the Student in writing.

66. This agreement will be construed and take effect as a contract made in New Zealand and will be governed by New Zealand law, and the Student and the Parents submit to the exclusive jurisdiction of the New Zealand courts.

67. This agreement may be renewed yearly subject to the satisfactory performance and attendance of the Student. The issuing of an invoice for a new period of tuition, and the receipt of fees for that period will be understood by both parties to constitute a renewal of this contract for the period for which tuition fees have been paid.

68. Notices given under this agreement must be in writing and sent to the addresses set out in the enrolment application. Notices sent by post will be deemed to have been received 5 working days after posting.

69. Email correspondence is also a suitable means of communication, and emails will be deemed to have been received when acknowledged by the party or by return email.

70. Nothing in this agreement limits any rights the Parents and/or the Student may have under the Consumer Guarantees Act 1993.

TERMINATION OF AGREEMENT

71. The school's responsibility for the student ends on their last day of enrolment, or in the event that the student's tuition is terminated, on the date of termination.

72. Either party may terminate this agreement at any time upon 2 weeks' written notice being given to the other party. If the agreement is terminated, the Fee Protection and Refund Policy will apply.

EXECUTION AND ACCEPTANCE OF TERMS

73. The parties acknowledge that before signing this agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.

74. The parties agree that any dispute in relation to this agreement will be resolved in accordance with the School's policies and the requirements of the Code of Practice, including the Dispute Resolution Scheme.

75. I have read and understood the terms and conditions set out in this agreement, including the attached documents, and agree to them:

- Fee Protection and Refund Policy
- Indemnity Declaration for Designated Caregiver where applicable

76. I have read and understood the terms of the following school policies and undertake to abide by them:

- Student Internet Use Agreement
- EOTC (Education Outside the Classroom)

77. I acknowledge that providing false information or withholding relevant information may result in termination of enrolment.

78. I agree that I have received sufficient information to make an informed decision about enrolment at the school.

Please write clearly and print all information

Parent name (1):

Signature:

Address:

Email:

Phone:

Date:

Parent name (2):

Signature:

Address:

Email:

Phone:

Date:

WITNESS:

Signature:

(not a family member)

Date:

School

By signing below, the authorised signatory of the School confirms that they are authorised to sign on behalf of the School, and confirms that the School is bound by the agreement in all respects.

Name:

Signature:

Position:

Date:
