

## Mahurangi College Tuition Agreement

Name of the applicant: .....  
(Parent or legal guardian of student)

Address of the applicant: .....

.....

.....

The applicant is the parent of : .....  
(Name of the student)

The applicant has made application for tuition at Mahurangi College and wishes the student to attend Mahurangi College.

The applicant has agreed to enrol the student upon and subject to the terms and conditions hereinafter set out:

### **Mahurangi College Obligations**

Mahurangi College will observe and be bound by the Ministry of Education's *Code of Practice for the Pastoral Care of International Students* ("Code"). Copies of the Code are available on request from the college or from the Ministry of Education's website at: <http://www.minedu.govt.nz/goto/international>

Mahurangi College shall provide tuition in accordance with that accorded to domestic students.

Mahurangi College will only accept international students who live with their parents / legal guardians or are in an approved college homestay placement programme.

Mahurangi College will have no responsibility for the student outside college hours with the exception of college events for which his/her parents/guardian or homestay parent have given consent for him/her to attend.

Mahurangi College will 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 while attending the college

- any damage or harm caused to the student or the student's property arising out of the student's accommodation
- any damage or harm caused to the student or student's property outside normal college hours. In the case of the student's property, the college shall not be responsible for any damage to such property that may occur outside the college premises.
- any damage or harm caused by the student to the homestay or their property.

### **The Applicant's Obligations**

The applicant shall:

- Pay to the college the tuition fees in the manner agreed to by both parties; (full payment in advance.)
- Agree to provide the college with academic, medical or other information relating to the wellbeing of the student as may be requested from time to time by the college
- The student will accept and abide by the college's rules and all instructions given by members of the staff
- The student will attend college on all occasions when it is open unless prevented by illness or other urgent cause.

### **Authorisations**

The parents of the student who have signed the application on behalf of the student irrevocably appoint and authorize the Principal or Mahurangi college (or other such person as may be appointed by the Board of Trustees of the college) to:

- receive information from any person, authority or corporate body concerning the student including, but not limited to, medical, educational or welfare information.
- Provide consents in respect of any activity carried out and authorized by the college
- 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 Applicant
- to take whatever steps are necessary to ensure the student complies with Mahurangi College rules and policies as laid down by the college
- to obtain at any time from any person or entity any information required to process and/or accept the application for tuition or to perform or complete the college's various obligations under this agreement. The Applicant authorizes such person to release to Mahurangi College any personal information that person holds concerning the student / applicant.

### **Limitations of Liability**

In no event shall Mahurangi College's liability exceed an amount equal to the amount of tuition fees paid by the applicant

### **Refund of Tuition Fees Policy**

Mahurangi College may pay a refund of unused tuition fees for compassionate reasons (such as the death or serious illness of an immediate family member) at the discretion of the Principal following written application from the student's family.

Mahurangi College will not give a refund of tuition fees if the student leaves the college or cannot be placed in a homestay due to disciplinary or behavioural issues.

Mahurangi College will not refund tuition fees if a student leaves the college for another school or educational institution, or chooses to return home.

### **Termination**

Either party may terminate this agreement with five days written notice. Upon termination of this agreement, refunds of fees (tuition and homestay) will be made in accordance with the college's Refund Policy (also available on the college website.)

### **Miscellaneous**

Nothing in this agreement limits any rights the applicant and/or the student may have under the Consumer Guarantee Act 1993

It is acknowledged that the stand-down, suspension and exclusion of student provisions as set out in Part II of the Education Act 1989 shall apply to the student in New Zealand. Any decision under these provisions to stand-down, suspend or exclude the student shall terminate this agreement and the Refund Policy will apply. The parents will have no claim for damages for any compensation if the agreement is terminated under these circumstances.

*Force majeure:* 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 *force majeure*. *Force majeure* means an event beyond the reasonable control of the party seeking to rely on force majeure.

Governing law: 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 Applicant irrevocably submits to the exclusive jurisdiction of the Courts of New Zealand, and agrees that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient form.

### **Entire Agreement**

This agreement shall consist of:

- The application for tuition in New Zealand
- The Tuition Agreement including any Schedules annexed thereto (including the Refund and Fee Protection Policies and the International Student Orientation Booklet.)
- This agreement contains the entire understandings of the parties and overrides any prior promises, representations, understandings and agreements
- The terms of this agreement may be changed at any time by Mahurangi College in writing to the Applicant and any such change in terms shall be notified to the Applicant in writing.
- Notices given in writing will be given to the addresses set out in the application forms and will be initially sent by email if available. Those sent by post shall be deemed to have been received within eight working days after posting.

### **The Privacy Act**

The applicant acknowledges that:

- personal information of the applicant and / or student collected by Mahurangi College may be held, used and disclosed to third parties to enable the college to process the application for tuition; provide tuition to the student; provide the student and/or applicant with advice or information concerning products and services the college believes may be of interest to the student and/or applicant; and to enable the college to communicate with the student and/or the applicant for any purpose.
- any personal information provided to the college will be held by the college at:  
**Mahurangi College, Woodcocks Road, PO Box 64, Warkworth**  
**Telephone: 64 9 425 8039 extension 733; Fax: 64 9 425 7275**

- failure to provide any information in the application for tuition may mean the college is unable to process the application
- the student / applicant has the right under the Privacy Act 1993 to obtain access to and request corrections of personal information held by the college concerning them.

### **Immigration**

Full details of visa and permit requirements, advice on rights of employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service and can be viewed on their website at:

<http://www.immigration.govt.nz>

### **Execution:**

**I have read, understand and accept the terms and conditions set out in this Agreement, including any attached schedules especially in relation to the Mahurangi College Refund Policy**

Signature of Applicant: .....  
(student)

Signature of parent / legal guardian: .....  
(if student is under 18 years of age)

Signature for Mahurangi College: .....

Position: Director of International Students

Date: .....