



**ST ANDREW'S COLLEGE**  
*facing the future*

## **Tuition Agreement and Conditions of Acceptance**

for International Students

This is the Contract between the Parent/s and St Andrew's College.

Student's Name in Full \_\_\_\_\_

Date of Birth \_\_\_\_\_

Year of Entry \_\_\_\_\_ Level of Entry \_\_\_\_\_

Day Student / Boarder \_\_\_\_\_

Father's Name \_\_\_\_\_

Mother's Name \_\_\_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_

Address for Fees and Disbursements (if different from above)

\_\_\_\_\_  
\_\_\_\_\_

The following terms and conditions of acceptance shall apply:

1. Payment of the year's tuition and boarding fees (if applicable) is required by 30 November preceding the year of study. The College regards payment of the full fee as a contract for a full year's tuition and boarding.
2. If tuition and / or boarding is terminated during the year, there is no entitlement to any refund of the tuition or boarding fee unless the Rector, at his sole discretion, decides to allow any refund.
3. Where any fees or disbursements remain outstanding at the beginning of the year, the College reserves the right to refuse to accept the student back to the College until outstanding amounts have been paid.

4. Expenses and disbursements are charged to a disbursement account and balances in excess of \$100 are billed at the end of each term.
5. The School shall provide tuition in accordance with the New Zealand Ministry of Education Code of Practice for the Pastoral Care of International Students and the laws of New Zealand in return for an annual fee as set out in the Guideline to Fees
6. The School shall approve and monitor boarding accommodation, homestay or designated care in accordance with the requirements of the New Zealand Ministry of Education Code of Practice for the Pastoral Care of International Students.
7. The Parents or Legal Guardians of the Student who have signed the Application for Admission on behalf of the Student (“Parents”) irrevocably appoint and authorise the Rector of the School (or such other person as may be appointed by the School to carry out the Rector’s duties) to:
  - 7.1 Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, educational or welfare information;
  - 7.2 Provide consents in respect of any activity carried out and authorised by the School;
  - 7.3 Receive financial information relating to the Student, including bank accounts or income of the Student while in New Zealand.
  - 7.4 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.
8. The Parents irrevocably authorise the Rector of the School to advise the Student’s Care Provider / ‘Guardian’ (whether or not arranged through the School) of all matters and information required to be provided to the Parents of any Student under the Education Act 1989 and agree to appoint the Care Provider / ‘Guardian’ as their agents in New Zealand to receive such information in substitution for the Parents.
9. 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.
10. The Parents agree that it is a condition of enrolment that the student has adequate comprehensive travel and medical insurance, and that this will be arranged by the parents themselves.
11. The School shall use its best endeavours to ensure the safety, health and wellbeing of the Student but shall not be liable for:
  - 11.1 Any damage or harm caused to the Student or the Student’s property arising out of the Student’s homestay (whether or not such homestay was arranged by or through the School);
  - 11.2 Any damage or harm caused to the Student or the Student’s property while attending the School unless the harm was a result of gross negligence on the part of the School.

- 11.3 Any damage or harm caused to the Student or the Student's property outside normal school hours, and in the case of Student's property shall not be responsible for any damage to such property that may occur outside the School's premises.
12. Without restricting Clause 11, but subject to Clause 13, the School's liability in relation to the supply of services to the Parent is limited to the amount of fees paid by the Parent for the provision of the services in respect of which liability arises.
  13. Nothing in this Agreement limits any rights the Parents and/or Student may have under the Consumer Guarantees Act 1993.
  14. Either party may terminate this Agreement at any time upon three (3) weeks written notice. If the agreement is terminated the refunds policy for International Students shall apply.
  15. It is acknowledged that the suspension, expulsion and exclusion of Students provisions as set out in Part 11 of the Education Act 1989 shall apply to the Student in New Zealand. Any decision under these provisions to expel or exclude the Student shall terminate this Agreement and the Refunds Policy will apply. The Parents shall have no claim in damages or for any compensation if this Agreement is terminated in these circumstances.
  16. Neither party is liable to the other for failing to meet its obligations under this agreement to the extent that the failure was caused by an act of God or other circumstances beyond its reasonable control.
  17. 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 1908 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.
  18. The Parents agree that the Student will comply with school rules and policies including the school rules for International Students.
  19. If an application for homestay has been made by or on behalf of the Student, then this shall be subject to the undertakings and agreements set out in the Homestay Application.
  20. 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 five (5) days after posting.
  21. This Agreement contains the entire understanding of the Parties and overrides any prior promises, representations, understandings or agreements. The terms of the Agreement may be changed by the School in writing to the Parents and shall continue in force while the Student is enrolled with the School.

22. The Parents acknowledge that:
- a. The School may obtain at any time from any person or entity any information it requires to process and/or accept the Application for Admission or to perform or complete any of the other purposes under this Agreement. The Parents authorise any such person to release to the School any personal information that person holds concerning the Student/Parents.
  - b. If the Student/Parents fail to provide any information requested in the Application for Admission, the School may be unable to process the application.
  - c. 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 Admission, provide tuition and homestay and guardianship services to the Student, provide to the Student and/or Parents advice or information concerning products and services the School believes may be of interest to the Student and/or Parents, and to enable the School to communicate with the Student and/or Parents for any purpose
  - d. All personal information provided to the School is collected and will be held by the School at 347 Papanui Road, Christchurch 5, Phone: (03) 940 2000 Fax: (03) 940 2060.
  - e. The Student/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.
  - f. Under section 7 (4) of the Privacy Act 1993, any information collected may be provided to education authorities.
  - g. Information relating to the education, health, welfare or safety of the student, may be released to relevant parties outside the College, at the discretion of the College.
  - h. Photographs of students may be used for student records and in any publicity material.
23. Enrolment can be terminated if : information provided is false or misleading; or if the parents who are living in New Zealand return home without notifying the school; or if the student suffers serious physical or emotional health issues; or if attendance at school is unsatisfactory; or if behaviour at school or in the boarding hostel or homestay is unacceptable, or if fees and disbursements are outstanding.
24. The School has the right to change or modify the level of tuition offered if after assessment the course needs to be changed or modified to meet the students needs.

25. The School's responsibility ends when the student returns to their home country, or on the completion or withdrawal from the course of study for which the student permit was issued.
26. The conditions in this Tuition Agreement apply for the whole time the Student is enrolled at St Andrew's College.

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***Execution of Agreement***

I have read and understood the terms set out in this Agreement, and agree to them.

Signed:..... Date: .....

(To be signed by a Parent or Legal Guardian)

Full Name of Parent or Legal Guardian :.....

Relationship to Student: .....