

INTERNATIONAL STUDENT TUITION AGREEMENT

This Agreement shall be signed on behalf of the Student by the parents or guardians of the Student where the student is under 20 years of age.

School: Christchurch Rudolf Steiner School (“the School”)

Student: (“the Student”)

1. The School shall provide tuition to the Student in accordance with the New Zealand Ministry of Education Code of Practice and the laws of New Zealand in return for an annual fee of NZ \$11,000.
2. The Student shall comply with the rules of the School and with the reasonable instructions of the staff of the School.
3. The parents or guardians of the Student (“the Parents”) authorise staff of the school to:
 - 3.1 Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational and welfare information;
 - 3.2 Receive financial information relating to the Student including bank account details, debt and/or income details of the Student;
 - 3.3 Provide consents in respect of any activity carried out and authorised by the School; and
 - 3.4 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.
4. Students must be living in one of the following categories of accommodation; living with their parents, or, living in homestay accommodation. The Parents irrevocably authorise the principal of the School to advise the Student’s homestay hosts of all matters and information required to be provided to parents of any student under the laws of New Zealand. The Parents irrevocably authorise the School to obtain information regarding the Student from the homestay hosts. The Parents also recognise that the homestay hosts will act in ‘loco parentis’ on their behalf.
5. The Parents agree to provide the School with academic, medical and other information relating to the wellbeing of the Student as may be requested from time to time by the School.
6. The School has the authority to modify the course placement/program of study after a period of orientation and initial testing in New Zealand.

7. The School has an International Student Grievance procedure (see attached Schedule 1) that the student should refer to when dealing with problems at school or within their homestay situation.
8. The School shall 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. In addition, the School shall have no liability for the Student's actions and behaviour outside of school hours.
9. The School's liability in relation to the supply of tuition services to the Student is limited to the amount of fees paid by the Student for the provision of the services in respect of which liability arises.
10. Nothing in this agreement limits any rights the Parents and/or the Student may have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.
11. The School operates an International Student fee protection policy.
12. Either party may terminate this agreement at any time upon two weeks written notice being given to the other party. If the agreement is terminated the refunds policy for international students as outlined in Schedule 2 shall apply (refunds policy).
13. It is acknowledged that all relevant provisions of the Education Act 1989 and subsequent amendments shall apply. Any decision under this Act to stand-down the Student for a specified period shall terminate this agreement and the refunds policy shall apply. The Parents shall have no claim in damages or for any compensation if this agreement is terminated in these circumstances.
14. It is the obligation of the student to attend school for tuition on all school days and be on time to classes. The School keeps a 'register of attendance' and follows up irregular attendance through the District Truancy Service. In the event of failure to attend, the Student will receive two written warnings; the first to warn of an attendance problem that is affecting their learning programme. The second to inform the Student that New Zealand Immigration Services will be contacted. On the third occasion enrolment will be terminated and New Zealand Immigration Services will be contacted. The Student must sign all written warnings and copies will be sent to Parents and kept on the Student's file. The Parents shall have no claim in damages or for any compensation if this agreement is terminated in these circumstances.
15. 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, terrorism or other circumstances beyond its reasonable control.
16. The Student and/or Parents will advise the school as soon as possible if there is any change in the contact details and residential address of their parents.
17. This agreement shall be construed and take effect as a contract made in New Zealand and will be governed by the laws of New Zealand, and the Student and Parents submit to the exclusive jurisdiction of the New Zealand courts. The English language version of this agreement is legally binding in all cases.

18. 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 ten working days after posting.
19. This agreement contains all of the terms, representations and warranties made between the parties and supersedes all prior discussions and agreements covering the subject matter of this agreement.
20. The Parents and the Student acknowledge that:
- a) Personal information about 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 homestay 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. This information is governed by the Privacy Act 1993 and can be used for no other purposes than the above. 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;
 - b) All personal information provided to the School is collected and will be held by the School at 19 Ombersley Terrace, PO Box 19944, Christchurch, Phone 337 0514, Fax 337 0515;
 - c) If the Student/Parents fail to provide any information requested in the application for tuition, the School may be unable to process the application;

EXECUTION

I have read, understood and accept the terms set out in this agreement including the attached refund policy and grievance procedure.

Signed **Date**

Full Name

Relation to Student

(where signed by person other than Student, i.e. Student is under 20 years of age)