St Mary's Catholic School

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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 18 years of age.

School: St Mary's Catholic School Tauranga

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 the following fees;
    - Full-year tuition: NZ $14,500.00
    - Short-term tuition – one term or less NZ $485.00 per week
    - Registration Fee: first time enrolment NZ $350.00
    - Administration Fee: NZ $500.00

    All prices include GST. The Registration Fee is charged once for a first-time enrolment. The Administration Fee is non-refundable and is payable on enrolment and each time a new Offer of Place or tuition extension is issued. A $1,000 deposit may be paid to secure a learner's place. This includes the $500 non-refundable Administration Fee, with the remaining $500.00 credited towards tuition fees once the balance of the invoice has been paid.

2. The Student shall comply with the rules and policies of the School and with the reasonable instructions of the teachers of the School.
3. The parents of the Student ("the Parents") authorize 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 authorized by the School: and

    3.4 Provide necessary consents on the Students behalf in the event of a medical emergency where it is not reasonable practice to contact the Parents.

4. The Parents agree to provide the School with academic, medical or other information relating to the wellbeing of the Student as may be requested time to time by the School.
5. The School shall use its best endeavors 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 responsibility for the Student outside of school hours.
6. In any event, 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.
7. Nothing in this agreement limits any rights the Parents and/or the Student may have under the Consumers Guarantees Act 1993.
8. Either party may terminate this agreement at any time upon according to the refunds policy.
9. It is acknowledged that all relevant provisions of the Education Act 1998 shall apply to the Student in New Zealand. Any decision under these provisions to expel or suspend the Student for a specified period shall terminate this agreement and the refund policy will apply. The Parents shall have no claim in damages or for any compensation if this agreement is terminated in these circumstances.
10. The School retains the right to terminate any contracts entered into pertaining to the Student studying at their school. If it is discovered that the student is in need of Special education Services, parents are responsible for the costs. If required an independent assessment will be undertaken and the cost of this will be deducted from the fees prior to any reimbursement on termination of study at the School.
11. If a student leaves and ceases to study at the School for any reason New Zealand Immigration will be advised.
12. Should the student's and/or parent's immigration status change the school is to be notified as soon as possible. If a student becomes a domestic student during the contracted time of being an International Student a refund may be applied for in writing to the Board of Trustees. If the refund is obtained the contracted placement will be revoked and an application for enrolment as a domestic student will be required to be made to the school Principal.. There is no guarantee that application for enrolment to study will be granted.
13. 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 reasonable control.
14. This agreement shall be construed and take effect as a contract made in New Zealand and will be governed by New Zealand law, and the student and Parents submit to the exclusive jurisdiction of the New Zealand courts.

15. 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 5 working days after posting.
16. This agreement contains all the terms, representations and warranties made between the parties and supersede all prior discussions and agreements covering the subject matter of this agreement.
17. The Parents and Student acknowledge that:
    a) 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 the tuition, provide tuition, advice or information concerning p[products and services the School believes may be of interest to the Student and/or Parents for any purpose;
    b) All personal information provided to the School is collected and will be held by the School at 13th Avenue Tauranga New Zealand, phone 0067 5788066;
    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;
    d) The Parents/Student have the rights under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.
18. I have read and understood the International Student Handbook and anything I didn't understand I checked with my agent or someone who could translate it to my native language.

Execution:

I have read and understood the terms set out in this agreement including the attached schedule and I agree to them

Parent signature: _____Date: _____

Full name of parent: _____

Relation to student: _____