



## Nga Tawa Diocesan School

### TUITION & ADMISSION TO BOARDING AGREEMENT

Agreement to provide tuition services and provision of boarding accommodation between Nga Tawa Diocesan School and the applicant

Name of the Student:	
Name of Parent/Guardian for Student under 18:	
Address of the Student:	

1. The Applicant is “the Student” or, if the Student is aged under 18, the parent/guardian of ‘the Student’
2. The Applicant has made application for tuition of the Student in New Zealand and wishes the Student to attend Nga Tawa Diocesan School (‘the Provider’) and to be accommodated within the Nga Tawa Diocesan School Boarding facilities (‘the Boarding facilities’).
3. The Provider has agreed to enrol the Student at Nga Tawa Diocesan School and to admit her into the Boarding facilities subject to the terms and conditions in this agreement.

#### THE PROVIDER OBLIGATIONS

4. CODE: Nga Tawa Diocesan School has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Minister of Education. Copies of the Code are available on request from this institution or from the New Zealand Ministry of Education website at <http://www.minedu.govt.nz/goto/international>.
5. The Provider shall provide tuition in accordance with that accorded to domestic Students.
6. The Provider will assess the Student’s levels in English and other subjects to determine acceptance and course placement.
7. The Provider will only accept International Students who are accommodated within the Nga Tawa Diocesan School Boarding facilities during term time.
8. It is the Provider’s responsibility to monitor the service provided by the homestay caregivers of International Students during exeats and holidays.
9. In cases where the parents/guardians of an International Student have a Designated Caregiver guardianship agreement in place for their Students within New Zealand, the Provider shall have no responsibility for the Student outside the dates set for each school term once the Student has been entrusted in the care of their Designated Caregiver. This shall include travel to or from their Designated Caregiver and/or from their home if the Designated Caregiver and not the Provider have made the travel arrangements.
10. The Provider shall use its best endeavours to ensure that safety, health and well-being of the Student but shall not be liable for:
  - 10.1 Any damage or harm caused to the Student or the Student’s property while attending Nga Tawa Diocesan School;

- 10.2 Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation (Boarding House or homestay);
- 10.3 Any damage or harm caused to the Student or the Student's property outside normal school hours. In the case of the Student's property, shall not be responsible for any damage to such property that may occur outside the operating school premises.

## **THE APPLICANT'S OBLIGATIONS**

11. The Applicant shall:
  - 11.1 Pay to the Provider the tuition fees in the manner agreed to by both parties;
  - 11.2 Agree to provide the Provider with academic, medical or other information relating to the well-being of the Student as may be requested from time to time by the Provider;
  - 11.3 Ensure that the Student will accept and abide by the Provider's rules and policies including standards of behaviour as set out in the Provider's International Student Policy and Guidelines document and will accept and abide by all instructions given by the Provider's members of staff.
  - 11.4 Ensure that the Student will attend the required classes on all occasions when the Provider is open unless prevented by illness or other urgent cause.
  - 11.5 Accept the right of the Provider to terminate this agreement and inform the Immigration Service if the Student fails to comply with the Ministry of Education attendance requirements.
  - 11.6 At no time permit the Student to operate or own a motor vehicle.

## **AUTHORISATIONS**

12. The parents/guardians of the Student who have signed the application for tuition on behalf of the Student irrevocably appoint and authorise the Principal of Nga Tawa Diocesan School ( or such other person as may be appointed by the Board of Trustees of Nga Tawa Diocesan School to:
  - 12.1 Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information.
  - 12.2 Receive financial information relating to the Student including bank account details, debt and/or income details of the student.
  - 12.3 Provide consents in respect of any activity carried out and authorised by the Provider.
  - 12.4 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 Applicant.
  - 12.5 If applicable, advise the Student's Designated Caregiver of all matters and information required to be provided to parents of any Student and agree to appoint the Designated Caregiver as their agents in New Zealand to receive such information in substitution for the Applicant.
  - 12.6 Take whatever steps are necessary to ensure the Student complies with school rules and policies as set down by the Provider.
  - 12.7 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 Provider's various obligations under this agreement. The Applicant authorises any such person to release to the Provider any personal information that person holds concerning the Student/Applicant.

13. The parents/guardians of the Student who have signed the application for tuition on behalf of the Student personally irrevocably authorise the Principal:
  - 13.1 if, in the opinion of the Principal, there are reasonable grounds to believe that a Student has consumed or has possession of alcohol or illegal substances to conduct a search of the Student's personal belongings wherever situated in the school for the purpose of locating alcohol or illegal substances; and
  - 13.2 in order to protect your daughter's health and safety and to enhance her learning opportunities to share any information held by Nga Tawa Diocesan School with third parties.

#### **LIMITATIONS OF LIABILITY**

14. In no event shall the Providers liability exceed an amount equal to the amount of tuition fees paid by the Applicant.

#### **TERMINATION**

15. Either party may terminate this agreement with 5 (five) days written notice.
16. Upon termination of this agreement, refunds will be made in accordance with the Provider refund policy.

#### **MISCELLANEOUS**

17. Nothing in this agreement limits any rights the Applicant and/or the Student may have under the Consumer Guarantees Act 1993.
18. It is acknowledged that the stand-down, suspension and exclusion of Students' 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, or suspend the Student may terminate this agreement at the discretion of the school and any decision to exclude the Student shall terminate this agreement. In the event of termination the refunds policy will apply. The parents will have no claim for damages or any compensation if this agreement is terminated in these circumstances.
19. **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 an event of force majeure. Force majeure means an event beyond the reasonable control of the party seeking to rely on force majeure.
20. **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 2006 within New Zealand and waive any objection to proceedings in any such court or forum constituted under the Arbitration Act 2006 within New Zealand on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

#### **ENTIRE AGREEMENT**

21. The agreement between the Applicant and Nga Tawa Diocesan School shall consist of:
  - 21.1 The Application Form for International Students
  - 21.2 The Tuition and Admission to Boarding Agreement
  - 21.3 International Student Polices and Guidelines Document
  - 21.4 Off-Site Activities for Boarders

22. The agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
23. The terms of the agreement may be changed at any time by the Provider in writing to the Applicant and any such change in terms shall be notified to the Applicant in writing.
24. Notices given in writing will be given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 5 (five) days after posting.

## THE PRIVACY ACT

25. The Applicant acknowledges that:
  - 25.1 Personal information of the Application and/or Student collected by the Provider and may be held, used and disclosed to third parties to enable the Provider to:
    - (a) Process the application for tuition;
    - (b) Provide tuition to the Student;
    - (c) Provide the Student and/or Applicant with advice or information concerning products and services the Provider believes may be of interest to the Student and/or Applicant; and
    - (d) To enable the Provider to communicate with the Student and/or Applicant for any purpose.
  - 25.2 All personal information provided to the School will be held by the School office at Nga Tawa Diocesan School, Calico Line, Marton. Phone +64 6 327 6429.
  - 25.3 Failure to provide any information in the application for tuition may mean the School is unable to process the application.
26. The Student/Applicant has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the Provider concerning them.

## EXECUTION

We have read and understood the terms, policies and guidelines set out in the Policy & Guidelines Document and this Tuition and Admission to Boarding Agreement, including the attached Off-Site Activities Agreement and agree to them.

We acknowledge that the provision of false or misleading information or the withholding of relevant information may result in the termination of enrolment.

**SIGNATURE OF APPLICANT: (Student)** \_\_\_\_\_

**AND**

**SIGNATURE FOR APPLICANT:  
(Parent/Guardian of student  
under 18 years)**

**Father:** \_\_\_\_\_

**Mother:** \_\_\_\_\_

**SIGNATURE FOR NGA TAWA  
DIOCESAN SCHOOL**

\_\_\_\_\_  
**(Provider)**

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## Nga Tawa Diocesan School

### OFF-SITE ACTIVITIES FOR BOARDERS

#### INTRODUCTION

At Nga Tawa Diocesan School we want to create an educational environment that enables students to enjoy a recreational life as close as possible to that provided in their own home.

As an institution, however, we carry a high level of responsibility and accountability for the safety of boarders to an extent that exceeds that of parents. We must accord to the level of 'reasonable parents' not 'ordinary parents'. This naturally leads us to feel cautious in what we can permit boarders to do. This form is an endeavour to strike a balance between yours and our responsibility thus preventing excessive restrictions on what your daughter can do. Please take time to consider these issues and contact the Principal should you have any questions or concerns.

#### SUPERVISED ACTIVITIES:

These are any activities your daughter chooses to participate in that are organised by the School and supervised by School staff and/or other organisations or adults. Examples could include school camps, sporting trips, skiing and trips to the beach.

I give permission for my daughter to participate in Supervised Activities:

Signed: \_\_\_\_\_

#### UNSUPERVISED LOCAL ACTIVITIES:

These are activities within the town and its locality which Nga Tawa School provides no staff supervision. Examples could include trips to town, visiting friends in the local area, going to the movies, and attendance at clubs or societies. It excludes any overnight activities or visits for which your specific permission is sought.

I give permission for my daughter to participate in Unsupervised Local Activities:

Signed: \_\_\_\_\_

I understand that participation in any activity carries a degree of risk either bodily or emotional injury or property loss. I accept full responsibility for my daughter when she is participating in the unsupervised activities indicated above including any financial cost. I also understand that in all instances Nga Tawa School staff have the final decision in allowing my daughter to participate in any activity, that they will act prudently in this respect, and that further conditions are likely to be applied to those activities that present significant risk.

My daughter understands that specific parental permission may be sought for some off-site excursions and that conditions may apply in addition to parental consent. She understands that she must act within the rules of the school at all times and that she should not act in such a way as to endanger either herself or others.

**SIGNATURE OF APPLICANT: (Student)** \_\_\_\_\_

**AND**

**SIGNATURE FOR APPLICANT:  
(Parent/Guardian of student  
under 18 years)**

**Father:** \_\_\_\_\_

**Mother:** \_\_\_\_\_

**SIGNATURE FOR NGA TAWA  
DIOCESAN SCHOOL**

\_\_\_\_\_  
**(Provider)**

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_