

Tuition Agreement

Agreement to PROVIDE TUITION SERVICES dated: _____

BETWEEN LONG BAY COLLEGE ('the School') AND

('The Applicant') _____ (Applicant's name)

Signing this Tuition Agreement is acceptance of the policies, standards and expectations of Long Bay College.

Date of Commencement: _____

Date of Termination: _____

WHEREAS

- A. The Applicant is the parent/caregiver of _____ ('The Student')
- B. The Applicant has made application for tuition of the student in New Zealand and the student wishes to attend the School.
- C. The Applicant confirms that he/she is not resident in New Zealand and agrees to advise the School of the days present in New Zealand.
- D. The School has agreed to enrol the Student upon and subject to the terms and conditions set out in this agreement.

NOW THIS AGREEMENT WITNESSES and it is hereby agreed and declared as follows:

1. SCHOOL'S OBLIGATIONS

The School shall:

- a) Provide tuition to the Student in accordance with the New Zealand Ministry of Education Code of Practice for the Pastoral Care of International Students.
- b) Observe and be bound by the Ministry of Education's Code of Practice for the Pastoral Care of International Students. Copies are available on request from the School or from the NZQA website at <http://www.nzqa.govt.nz/providers-partners/education-code-of-practice/>.
- c) Provide tuition in accordance with that provided to domestic students.
- d) Only accept international students who live with their parent/legal guardians or are who with designated caregivers selected by the Applicant or with a host family approved by the School.
 - i) If the Student is living with their parent/legal guardian or a designated caregiver is nominated by the Applicant, then the school will have all care for but no responsibility for the Student outside of school hours, with the exception of any school event which parents/caregivers/host family have given consent for the student to attend.
 - ii) The School reserves the right to be involved in, and may take action over incidents outside the School which have some association with and/or bearing on the welfare and progress of the Student, other students, incidents or activities within the School.
- e) Give notices in writing under the terms of this agreement to the addresses set out in the application forms.

- f) Use its best endeavours to ensure the safety, health and wellbeing of the Student and in so doing

shall not be liable for:

- i) Any damage or harm caused to the Student or the Student's property while attending the school.
- ii) 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).
- iii) Any damage or harm caused to the Student or the Student's property outside of normal school hours or outside the School's premises.

2. APPLICANT'S OBLIGATIONS

The Applicant shall:

- a) Ensure that the Student will accept and abide by the School's rules, as set out in Schedule 1, and all instructions given by a members of staff.
- b) Provide proof of travel and medical insurance as required in schedule 2.
- c) Pay the tuition fee in the manner provided in Schedule 3, having noted the fee refund policy set out in schedule 4.
- d) Provide the School with such academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by the School.
- e) Ensure the Student will attend School on all occasions when it is open unless prevented by illness or other urgent cause.
- f) Ensure the Student will wear the uniform correctly and in neat, tidy and clean condition or abide by the appropriate dress code.
- g) Ensure that the Student will live with a Parent, Designated Caregiver or homestay family in accordance with the School's Accommodation Policy as set out in Schedule 5.
- h) Keep the school informed of any changes to address to those given in this agreement.
- i) Where a Designated Caregiver is appointed, provide an Indemnity Document (Schedule 6) signed by the parent and a Designated Caregiver Agreement (Schedule 7) signed by the Designated Caregiver, before the Student commences his/her course of study.
- j) Keep the School informed in the event of any changes to the Designated Caregiver.

3. ACKNOWLEDGEMENTS

The Applicant acknowledges that the relevant provisions of the Education Act 1989 (<http://www.legislation.govt.nz/act/public/1989/0080/latest/versions.aspx>) 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 refunds policy shall apply. The parents shall have no claim to damages or for any compensation if this agreement is terminated under these circumstances.

4. AUTHORISATIONS

The Applicant appoints and authorizes the Principal of the School (or another person may be appointed by the Board of Trustees of the School to:

- a) Receive information from any other person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information.
- b) Provide consents in respect of any activity carried out and authorized by the School.
- c) Receive financial information relating to the Student including bank accounts, debts or income of the Student while in New Zealand.
- d) 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 practical to contact the Applicant.
- e) Advise the Student's New Zealand Designated Caregiver and/or guardian of all matters and information required to be provided by parents of any student and agree to appoint the Designated Caregiver and/or guardian as their agents in New Zealand to receive such information in substitution for the Applicant.
- f) To take whatever steps are necessary to ensure that the Student complies with School rules and policies as set down by the School including the School Rules for International Students as set out in Schedule 1.
- g) 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 School's various obligations under this Agreement.

5. LIMITATION OF LIABILITY

In no event shall the School’s liability exceed an amount equal to the amount of tuition fees paid by the Applicant.

6. TERMINATION

- a) The parties agree that all relevant provision of the Education Act 1989 shall apply to the student in New Zealand. Any decision under these provisions to expel or exclude the Student will follow the Ministry of Education’s guidance for school’s on stand-downs, suspensions, exclusion and expulsion and shall this Agreement.
- b) This Agreement is subject to the Student being placed in accommodation that is approved by the School. The School will make every reasonable attempt to provide approved accommodation for the Student and the Student agrees to comply with all expectations and conditions for living in School approved accommodation.
- c) Upon termination of this agreement the Refunds Policy for the International Students outlined in Schedule 4 shall apply.

7. MISCELLANEOUS

- 7.1 **Force Majeure:** Neither party shall be in default or in breach of their obligations under this agreement to the extent that the performance of these obligations is prevented by an event of force majeure. This means an event beyond the reasonable control of the party seeking to rely on the force majeure.
- 7.2 **Governing Law:** This agreement shall 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 irrevocable submits to the exclusive jurisdiction of the Courts of New Zealand.
- 7.3 **Entire Agreement:**
 - a. This agreement shall consist of:
 - i. The application for tuition in New Zealand submitted with this agreement or previously.
 - ii. The Tuition Agreement including any Schedules annexed thereto.
 - b. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
 - c. The terms of this agreement may be changed at any time by the School in writing to the Applicant.
- 7.4 **Addresses for notices:**
 - a) The School: PO Box 89007, Torbay, Auckland, 0742
 - b) The Applicant: _____

8. THE PRIVACY ACT

- 8.1 The Applicant acknowledges that:
 - a) Personal information of the Applicant and/or Student is collected by the School and may be held, used and disclosed to third parties to enable the School to:
 - i. Process the application for tuition
 - ii. Provide tuition to the Student
 - iii. Arrange homestay services for the Student
 - iv. Provide the Student and/or Applicant with advice or information concerning products and services the School believes may be of interest to the Student and/or Applicant; and
 - v. To enable the School to communicate with the Student and/or Application for any purpose.
 - b) All personal information provided to the School will be held by the School at:
 - Long Bay College
 - Ashley Avenue
 - Torbay
 - Phone: +6494779009
 - c) Failure to provide any information requested in the application for tuition may mean the School is unable to process the application and/or to enrol the Student.
- 8.2 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 school concerning them.

**9. SIGNED IN ACCEPTANCE OF TERMS
STUDENT'S UNDERTAKING**

I agree to comply with all School regulations, including all rules set out in Schedule 1, and to demonstrate concern and responsibility for others.

Student's Signature: _____ Date: _____

ACCEPTANCE OF TERMS BY PARENT

Before an application can be considered, please sign the following acknowledgements.

1. You guarantee good behaviour of the Student in NZ.
2. You accept the right of the School to place the student at a particular year level. The decisions about subjects and placement will be made after testing on the first day. This decision will be based on the student having the necessary English competency and/or pre- requisites necessary to participate effectively in a given programme.

Please note: Failure to disclose relevant information or the provision of false information may result in the termination of the Student's enrolment.

I have read the information for International Students material provided and accept the terms and conditions of enrolment as an International Student at Long Bay College. I am aware of the Course Fee and of the Fees Refund Policy.

Parent's Signature: _____ Date: _____

Long Bay College Signature: _____ Date: _____

SCHEDULE 1

RULES FOR INTERNATIONAL STUDENTS

1. All International Students must live in an accommodation arrangement that is approved by the School. Students must be living under adequate adult supervision and if the School is not satisfied with a particular arrangement, then it has the right to organise an alternative homestay for the Student. The School's Accommodation Policy is shown in Schedule 5.
2. International Students must attend on all days that the School is open for tuition but where it is necessary for an International Student to absent themselves from School the reason for the absence must be communicated to the School.

Where International Students continue to absent themselves from the School for no valid reason they run the risk of having their contract with Long Bay College revoked.

3. All International Students must have comprehensive medical and travel insurance for the duration of the course.
4. International Students in year 12 and 13 are permitted to work for 10 hours/week provided they have correctly completed the relevant forms and the application has been sanctioned by the International Dean. Students must be in possession of a valid work visa.
5. International Students are not permitted to own, borrow or drive a motor car while they are enrolled at Long Bay College. If this does happen, then Long Bay College has grounds to dismiss the student from the School.
6. Students who are in possession of a bicycle must wear an appropriate protective helmet at all times while cycling on New Zealand roads.
7. Students are expected to abide by New Zealand Law which includes but is not limited to the following:
 - Students may not be in the possession of any illegal drug or substance either within school or outside of school.
 - Any display of violent behaviour towards other students, staff members or members of the homestay family may result in termination of this agreement.
8. The Student must abide by the rules and regulations that cover all students whilst at the School. For example, but without limitation, the Student must bring absence notes to School, complete all homework assignments, not use physical violence against any student, or smoke whilst at School or in school uniform.

A copy of the School's Policies is available for inspection at Long Bay College, Ashley Avenue, Torbay.

9. Long Bay College Board of Trustees cannot accept responsibility for loss of property, personal injury or loss of life in any circumstances.
10. Long Bay College is committed to providing a safe, non-violent environment for students and staff. All members of the School community are expected to care for and respect other people and property.
11. To fulfil New Zealand Immigration requirements for a Student Visa, the Student must be making progress in their studies. If progress, attendance, behaviour or attitude is considered unsatisfactory, Long Bay College reserves the right to terminate an enrolment or decline re-enrolment.
12. When a Student ceases attending classes at Long Bay College then New Zealand Immigration will be advised and the Student Visa/Permit cancelled.

SCHEDULE 2

INSURANCE

1. It is a requirement of enrolment that all International Students carry a comprehensive medical insurance while enrolled at Long Bay College. Photocopied evidence of insurance not arranged through the school must be provided prior to the Student taking up any offer of place.

SCHEDULE 3

TUITION FEES

1. The Board of Trustees will set the tuition fee annually.
2. The Student will also be liable for an administration fee annually which is non refundable under Schedule 4.
3. Fees must be paid in advance for the full year unless a variation to this is negotiated with the School. All Students will be liable for any increase in fees annually.

SCHEDULE 4

REFUND OF FEES FOR INTERNATIONAL STUDENTS POLICY

PURPOSE:

1. To provide a clear, fair and reasonable basis for refunding fees for international students.
2. To safeguard the College's financial interests.

GUIDELINES:

If a student withdraws from his/her course of study before the completion date, he/she may be eligible for a refund of tuition fees. If a refund is requested the following procedures and guidelines apply. In every case the College undertakes to consider fairly any application for a refund of fees.

To be eligible for any refund:

- To be eligible for a refund parents must apply in writing to the Board of Trustees setting out the special circumstances of the claim WITHIN ONE MONTH of the last day of attendance or giving one term's notice of withdrawal of the student from the College.
- The student must have completed the formal leaving process from school. This includes notifying the International Office of the intention to leave early, completing the leaver's form and returning all text books, library books and any other College resources. All outstanding fees, such as subject fees, to have been paid.

If the application for refund is made before the student begins study:

- Fees will be refunded in full less an amount equivalent to the administration fee.

If the application for refund is made when the student withdraws after the start of the course but before the course is half completed, fees will be refunded less:

- An amount equivalent to the administration fee; and
- tuition fees for the current term and for one additional term (e.g., where written notice is given in Term One, tuition fees for Terms One and Two will be recovered and tuition fees in respect of Terms Three and Four will be refunded).

If the application for refund is made when the student withdraws after the half way point of the course:

- There will be no refund except under the exceptional circumstances as set out in Compassionate Refunds.

Compassionate Refunds:

In exceptional circumstances refunds may be granted on compassionate grounds. All such refunds will be at the discretion of the Board of Trustees. Medical evidence should be included with the application for refund.

- Serious illness or accident to the student which prevents study.
- Serious illness, accident or death of a close family member in the home country which means the student must return home.

If a student receives permanent residency or a parent receives a work permit or business visa during the course:

- One term's notice must be given to the College.
- The new resident must abide by the enrolment scheme which the College may have in place at the time.
- Evidence of the visa change must be given to the College within 14 days of it being granted.
- Fees will be refunded less:
 - an amount equivalent to the administration fee; and
 - tuition fees for the current term and for one additional term (e.g., where written notice is given in Term One, tuition fees for Terms One and Two will be recovered and tuition fees in respect of Terms Three and Four will be refunded).

The Board of Trustees will make no refund:

- When a student is required to leave the school for a breach of the rules and conditions of enrolment or has broken the New Zealand law.
- When a student has been suspended or expelled.
- When a student returns home for any reason other than compassionate reasons.
- If false or inaccurate information or records are presented for consideration in the application for enrolment process.
- If a student chooses to transfer to another school or education institution inside or outside New Zealand.

Homestay Fees:

- If a student moves out of the homestay before the end of their contract, all unused homestay fees will be refunded, provided two weeks' notice has been given to the International Office at the College. If two weeks' notice is not given then two weeks' fees will be deducted from the refund.

Payment of Refunds:

- No refund of fees or homestay money will be made directly to the student. All refunds will be paid to the person who paid the fees on behalf of the student.

Fees Protection:

- The College has a fee protection policy to safeguard the fees paid by International students.
- This policy ensures that the College retains sufficient funds to meet the requirements of any refund.
- New Zealand Immigration Service will be notified when any student ceases to attend Long Bay College.

The parents/caregivers of the student will sign they agree with these conditions as follows:

Parent/Caregiver's Signature: _____ Date: _____

Print Parent/Caregiver's Full Name: _____

Notwithstanding any of the above, the Board of Trustees at its absolute discretion may make a full or partial refund of fees in exceptional circumstances. This policy will be made known to all parties at enrolment time. This policy is intended to be consistent with the requirements of the Privacy Act, 1993.

SCHEDULE 5

ACCOMMODATION FOR INTERNATIONAL STUDENTS POLICY

The Ministry of Education Code of Practice for the Pastoral Care of International Students will apply to the Accommodation arrangement of all international students regardless of age.

PURPOSE:

1. To provide a suitable living environment conducive to study and a home life.
2. To involve the residential carer in the welfare of a student away from family and the home country.
3. To assist the student to successfully integrate into the New Zealand culture.
4. To work towards the overseas parents' peace of mind knowing that their student is cared for and happy in New Zealand.

ACCOMMODATION ARRANGEMENTS:

1. In accordance with the Code of Practice and Guidelines (revised September 2003) the International Students' Office of Long Bay College upon or before enrolment will determine and verify which category of accommodation the student will live in regardless of age, i.e.,
 - Parent.
 - Designated Caregiver.
 - Homestay (whether arranged by the College or the parent).
 - Temporary accommodation arranged by the College for students in short courses of less than three months' duration.

No international student of Long Bay College can live independently, in a boarding establishment or in temporary accommodation arranged by the student.

Police vetting will be required of all caregivers and all residents of a household aged 18 or over.

2. The College will ensure all caregivers are provided with the Summary of The Code of Practice for Pastoral Care of International Students in an appropriate language. The College will provide clear guidelines to the caregivers and the students and outline the divisions of responsibility between the College and the caregiver.

INSPECTING, APPROVING AND MONITORING ACCOMMODATION:

The College will:

1. Monitor the continuing presence of parents (or legal guardians) in New Zealand where accommodation of the student is with a parent or legal guardian.
2. Inspect, carefully select, approve and monitor continuously accommodation provided by:
 - Designated caregivers.
 - Homestay providers (whether arranged by the College or otherwise).
 - Temporary accommodation providers.

HOMESTAY PAYMENTS

1. Where homestays are arranged by the College, parents will be required to deposit homestay fees at least a term in advance to the College, at rates approved by the Board of Trustees and the College will pay the fees to the host families in either weekly or fortnightly instalments in advance.
2. Where parents arrange homestays privately, the College will have no responsibility for the payment of fees.

USE OF ACCOMMODATION AGENTS

Long Bay College may engage the services of accommodation agents to organize and monitor student accommodation in accordance with the Code of Practice for the Pastoral Care of International Students.

This policy will be made know to all parties at enrolment time.

This policy is intended to be consistent with the requirements of the Privacy Act, 1993.

INDEMNITY DOCUMENT FOR STUDENTS LIVING WITH A DESIGNATED CAREGIVER

I/We acknowledge that I/we have decided to place my/our child within the care of a caregiver chosen and monitored by myself/ourselves in order for my child to study at Long Bay College as an International Full Fee-paying Student. Accordingly I/we take full responsibility and accept the decisions made by my/our designated caregiver for the day to day requirements of the Student.

She/He will attend Long Bay College from _____ to _____

Student’s Name: _____

Caregiver’s Name: _____

Caregiver’s Address: _____

Caregiver’s Home Phone: _____ Cell No: _____

Caregiver’s Email Address: _____

Relationship to the Student: _____

If I/we choose another caregiver then I/we will notify the School immediately.

- If I/we choose another caregiver then I/we will notify the School immediately.
- If the Students moves to live at another address I/we will notify the School immediately.
- I/We take full responsibility for placing the Student with the designated caregiver named above.
- I/We understand that the School may make every endeavour to ensure the provision of care to the Student, while studying at Long Bay College, is satisfactory.
- I/We understand that the School may refer any concerns to CYFS, NETS, the New Zealand Police or any other appropriate agency.

NB:

- The School will endeavour to meet the caregiver prior to enrolment in order to establish a communication arrangement with them.
- The School will visit the home to ensure that the selected accommodation is satisfactory. The School will meet with the Student at least once a term to monitor his/her wellbeing.
- The School will require a Police Vetting check be undertaken of everyone over 18 years of age living in the household.
- The School will ensure the Student understands that assistance and support is available at School and the Student is aware of who to speak to about any issues.

I/We have placed our Student in the care of his/her caregiver.

Signed: _____ Date: _____

Parent’s Name: _____

Contact Address in Home Country: _____

Contact Email in home country: _____

Mobile Number in home country: _____

This must be signed by the parents, not the caregiver.

INTERNATIONAL STUDENTS DESIGNATED CAREGIVER AGREEMENT

This Agreement covers the situation whereby a Parent has chosen a Designated Caregiver to care for their Student while he/she studies at Long Bay College. Long Bay College has not been involved in this process. The School has all care for, but no responsibility for, the Student outside of School hours.

Long Bay College expects that Caregivers chosen by the family of a Student will:

- Provide a warm, caring environment when the physical and emotional wellbeing of the student can be nurtured.
- Provide 3 meals a day (including meals out or takeaways at the Caregiver's expense).
- Allow Long Bay College staff to visit the Student in the home periodically.
- Disclose full information regarding people living in the household to Long Bay College staff for the purpose of obtaining a Police Vet check.
- Attend parent/teacher interviews when held.
- Care for the Student as they would for their own child.
- Provide a warm and comfortable room with study facilities for the Student.
- Ensure that the School is notified in any change of address for the Student.
- Support the School rules and standards for International Students.
- Set reasonable rules and boundaries and discuss these with the Student.
- Ensure these rules reflect the fact that the Student is a high school student, holding a student visa and is in New Zealand solely for the purpose of receiving education.
- Contact the School immediately if there are any concerns about the health, welfare or safety of the Student.
- Ensure that the Student is not left home alone overnight.
- Inform the School in advance if the Student will be left in the care of a person who is not the designated caregiver.
- Forward to parents copies of the School newsletters and Student report.

The Designated Caregiver can expect the School to:

- Undertake a Police Vet of everyone over the age of 18 years living in the household.
- Visit the home to ensure the residential facilities are suitable for the Student.
- Ensure the Student's safety and emotional wellbeing is taken care of during school hours.
- Provide an ESOL programme for the Student (if applicable).
- Provide additional learning support for Student's experiencing difficulties (any additional cost may be a cost of the parents).
- Provide contact through the International Office or Principal of the School.
- Provide School newsletters and any other information sent to the parents.
- Provide School reports addressed to the Student at the residential address.
- Provide support and quick action in case of problems.
- Provide an interpreter for liaison with the School.

Should there be a concern about the welfare of the Student then the School will consult the pastoral care staff within the School and will discuss the concern with the Designated Caregiver and Parents of the Student. If necessary, the School will also refer the matter to CYFS, NETS, the New Zealand Police, or appropriate outside agencies.

I agree to work co-operatively with Long Bay College to provide a reasonable and safe environment for: _____(Student).

Signed: _____
(Designated Caregiver) (Parent)

Name: _____

Address: _____

Telephone: _____
(Day) (Night)

Email: _____ Date: _____

This must be signed by the Designated Caregiver, not the parent

