

Tuition Agreement

Tuition Fees for Student	First Name, Last Name	Date of Birth	
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The tuition fee includes:

- all material costs in the subjects the student has enrolled in
- text books, which are loaned to the student for the duration of the course
- work books and homework books needed for the subjects chosen
- New Zealand Government Goods and Services Tax

The tuition fee does not include:

- entry fees for national examinations such as NCEA as well as any competitions entered
- stationery, writing materials and calculators for subjects such as Mathematics and Physics
- consumable materials used in subjects such as Art
- the cost of field trips which may be course requirements or optional visits, ie Drama, Geography
- school uniform
- sports fees and sports uniform
- music tuition and instrument hire

If Glenfield College accepts the student named in the application for tuition in New Zealand, the following terms and conditions shall apply:

1. The School shall provide tuition in accordance with the New Zealand Ministry of Education Code of Practice for the recruitment, welfare and support of international students.
2. The School shall arrange homestay in accordance with the homestay agreement set out in Schedule 3. This shall not apply if the student has made other arrangements in New Zealand for homestay in which case it is agreed the school shall have no responsibility for the student outside of school hours.
3. The parents or legal guardians of the student who have signed the application for tuition on behalf of the students irrevocably appoint and authorise the Principal of the school [or such other person as may be appointed by the school to carry out the Principal's duties] to:
 - 3.1. receive information from any person, authority or corporate body concerning the student including, but not limited to, medical, educational or welfare information;
 - 3.2. provide consents in respect of any activity carried out and authorised by the school;
 - 3.3. receive financial information relating to the student including bank accounts, debts or income of the student while in New Zealand;
 - 3.4. 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.
4. Health and Travel Insurance is compulsory.
5. The parents irrevocably authorise the Principal of the school to advise the student's caregivers [whether or not arranged through the school] of all matters and information required to be provided to parents of any student under the Education Act 1989 and agree to appoint the caregivers as their agents in New Zealand to receive such information in substitution for the parents.
6. The parents agree to provide the school with academic, medical or other information relating to the well-being of the student.
7. The school shall use its best endeavours to ensure the safety, health and well-being of the student but shall not be liable for:
 - 7.1 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];

- 7.2 any damage or harm caused to the student or the student's property while attending the school unless the harm was as a result of gross negligence on the part of the school;
- 7.3 any damage or harm caused to the student or the student's property outside of normal school hours and in the case of the student's property shall not be responsible for any damage to such property that may occur outside the school's premises.
8. Without restricting clause 6, but subject to clause 8, the school's liability in relation to the supply of 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.
9. Nothing in this agreement limits any rights the parents and/or student may have under the Consumer Guarantees Act 1993.
10. Either party may terminate this agreement at any time upon written notice. If the agreement is terminated the refunds policy for international students as outlined in Schedule 1 shall apply.
11. It is acknowledged that the stand-down, suspension, and exclusion of student's provisions as set out in the Education Act shall apply to the student in New Zealand.
12. 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].
13. 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.
14. The parents agree that the student will comply with school rules and policies including the school rules for international students set out in Schedule 2.
15. If 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 Schedule 3.
16. 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 days after posting.
17. This agreement shall consist of the application for tuition, student accommodation request and includes the attached Schedules 1, 2, 3 and 4. 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.
18. The parents acknowledge that:
- 18.1 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 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;
- 18.2 all personal information provided to the school is collected and will be held by the school at Kaipatiki Road, Glenfield, Auckland, New Zealand. Telephone (+649) 444 9066, Fax (+649) 444 7198.
- 18.3 if the student/parents fail to provide any information requested in the application for tuition, the school may be unable to process the application; or may terminate the enrolment (Schedule 4).
- 18.4 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.

19. The student/parents authorise the school to obtain at any time from any person or entity any information it requires to process and/or accept the application for tuition or to perform or complete any of the other purposes under this agreement. The student/parents authorise any such person to release to the school any personal information that person holds concerning the student/parents.

EXECUTION:

I have read and understood the terms set out in this agreement including the Refunds Policy and agree to them.

Parent/Agent Signature

Date

Parent/Agent Full Name

Relationship to Student: _____

IMPORTANT TO NOTE

Failure to disclose information or the giving of false information may result in termination of the enrolment

Please also sign and initial the attached schedules.

Schedule 1 - Refunds Policy for International Students

1. Application for a refund must be made in writing to the Director of International Students.
2. If an application for a refund of fees is made before the start of a course, fees will be refunded in full less the administration fee.
3. If an application for a refund of fees is made after the start of a course but no later than seven days into a term, fees will be forfeited for that term but refunded for subsequent terms.
4. Where the applicant gives notice of the withdrawal of the student during a term beyond the first seven days, the next term's tuition fee will be forfeited, eg where written notice is given in term one, term two's tuition fee will be forfeited and the tuition fees in respect of terms three and four will be refunded.
5. If the student wishes to transfer to another school, no refund will be given. Students make a commitment to enrol at Glenfield College for the school year.
6. These refund conditions apply to students who become New Zealand residents while at Glenfield College if they wish to remain at Glenfield College, they must then reapply as a resident student and will be subject to the school's normal enrolment scheme and procedures.
7. Where a student is required to leave the school for disciplinary or non-attendance reasons, no refund will be given.
8. Refunds will only be given to a student's parents or an agent nominated by the student's parents in writing giving permission for the agent to receive the refund.
9. All fees from international students are held in a reserve fund. They are not used by the school until the tuition and the homestay has been provided to the students.
10. Refunds may be granted at the discretion of the Principal in exceptional circumstances however, the College's decision is final.

Parent/Agent Signature

Director of International Students

Date

Date

Parent/Agent Full Name

Relationship to Student: _____

Schedule 2 - School Rules

The following rules apply to students in the following situations:

- ✦ **At the College.**
- ✦ **On the way to or from the College.**
- ✦ **If the student is attending any College function such as a sports trip, school camp or school sports match.**
- ✦ **If the student is known to belong to the College or is recognised as a College student.**
- ✦ **If the incident in which the student is involved in is likely to bring the school into disrepute.**

- ✦ **PERSONAL CONDUCT:** Physical violence, harassment, bullying and/or verbal abuse will not be tolerated. Disruptive behaviour in class will not be tolerated. Theft of College property or theft from other students at the College will not be tolerated.
- ✦ **HEALTH & SECURITY:** Substances or articles that are likely to be harmful (lighters, matches, fireworks, knives, offensive magazines etc) are banned. Students are not allowed to eat during formal school time (Tutor Groups lessons and assemblies) and chewing gum is prohibited.
- ✦ **CELL PHONES, MUSICAL EQUIPMENT & ELECTRONIC DEVICES:** Cell phones must not be seen or heard during the school day (8:45am to 3:10pm). Musical equipment (MP3 players, Ipods) and other electronic devices are not to be seen or heard from 8:45am until 3:10pm daily unless a teacher allows it as part of a lesson. Such items that are seen or heard during the school day without the permission of a teacher will be confiscated and held in the school office. Confiscated items may be collected by parents/caregivers at the end of the school day.
- ✦ **SMOKING, DRINKING & DRUGS:** Smoking and the possession of smoking equipment is forbidden. Possession and/or consumption of alcohol is forbidden. Drug usage and possession of related equipment for use other than for medical reasons is forbidden. Sniffing of solvents or products containing volatile solvents or their possession is forbidden. Students amongst a group smoking, drinking or taking drugs may be treated in the same way as those who are smoking, drinking or taking drugs.
- ✦ **UNIFORM & PERSONAL GROOMING:** Students must wear their uniform correctly. Hair must be clean and not extreme in style or colour. Non-uniform items will be confiscated and held in the Student Centre until the end of the school day. Boys must be clean shaven and cosmetic makeup is not allowed for any student. Visible body piercing is prohibited apart from a single stud or sleeper in each ear. Students may wear a plain metal (chain) necklace, a plain metal bracelet and a plain metal ring with no sharp edges. Further information is contained in the enrolment pack.
- ✦ **VEHICLES:** Only students in Years 12 and 13 may bring a motor vehicle to school. Pupils must obtain permission from the Deputy Principal before bringing any motor vehicle (including mopeds & motorcycles) to school. Vehicles must be parked in the student car park or on Kaipatiki Road. Students may not carry passengers unless they have permission from the Deputy Principal. The riding and driving of vehicles (including bicycles) is restricted to the student car park whilst on the school site. Skateboards are banned at all times.
- ✦ **COMPUTERS & INTERNET USAGE:** Students must use the school computers and software for educational purposes only and only as directed by College staff. Students must sign the declaration for computer use on the enrolment form.
- ✦ **COLLEGE PROPERTY & GROUNDS:** Students must remain within the school perimeter fencing during the school day. The following areas are OUT OF BOUNDS: the Community Education prefab area, beyond the end of the tennis courts, the lower field and bank to it, the top of the bank and trees alongside the number one rugby field and the upper driveway and car park. Students must familiarise themselves with the school map indicating out of bounds areas. Students must not cause wilful damage to any part of the school including the gardens, trees and shrubs. All litter must be placed in the bins provided.
- ✦ **ATTENDANCE:** Students are expected to attend all classes for which they are timetabled. Any period absences must be authorised by the Senior Management or Deans. Any student arriving late to school must sign in at the Student Centre. No student may leave the grounds during school hours without permission. All absences are processed by the Student Centre.

A breach of school rules will lead to a consequence appropriate to the offence. The most serious consequences are a stand down, suspension, exclusion or expulsion from the school.

Schedule 3 - Glenfield College Homestay Agreement

While studying at Glenfield College, students must live in accommodation which meets with the school's approval. It is preferred that this is in an English speaking family.

The school must be notified of any intention to change the place of residence before the change takes place.

1. I _____ request a duly appointed representative of Glenfield College to choose a homestay for my son/daughter _____ (student's name) while studying at Glenfield College.

I agree to pay one year's homestay fees in advance. In turn Glenfield College will pay the appointed homestay fortnightly by direct credit at the following rates:

1.1 NZ\$230 per week

1.2 When a student does not use their homestay during long holidays, a retainer of NZ\$460 will be paid to ensure the room is available when the student returns.

2. School's Undertaking

The homestay co-coordinator will visit your child's homestay prior to selecting it and interview the homestay parent(s).

The interview will include discussion about:

2.1 facilities, including the availability of a bedroom for the homestay student

2.2 people living in the household

2.3 the presence of household pets

2.4 whether anyone in the homestay smokes

2.5 the prospective homestay parent(s) expectations of students

2.6 the school's expectations of homestays

2.7 a request for a referee who the school can approach to supply character references

A homestay will be police vetted prior to your child being placed in it. The homestay coordinator will visit the homestay twice a year.

3. Glenfield College will require that homestay parent(s) sign an agreement with the school. This agreement includes the following key points:

3.1 the amount of homestay fees to be paid

3.2 access to the homestay by the school's representative(s)

3.3 the responsibility of the homestay parent(s) to keep the school informed in matters relating to a student's health, well being and safety

3.4 responsibility for costs incurred in providing a homestay

3.5 termination of the homestay agreement

3.6 confidentiality of information

3.7 liability of the school under the agreement

3.8 procedure for dealing with disagreements

- 4 A copy of this agreement is available from the Homestay Coordinator. Glenfield College will provide parents or agents with the following information about the homestay:
 - 4.1 names and ages of all persons in the homestay
 - 4.2 physical address of the homestay
 - 4.3 email address if available
 - 4.4 contact phone numbers
- 5 International students will meet with the Director of International Students during orientation. The orientation will include:
 - 5.1 school expectations of the student
 - 5.2 school expectations of the homestay
 - 5.3 issues of student safety and well-being
 - 5.4 cultural understanding
- 6 The homestay co-coordinator will monitor the performance and compatibility of both homestay parents and students:
 - 6.1 the student will be contacted after their first month of being placed in a new homestay
 - 6.2 a new homestay will be phoned during the first month of hosting a new student
 - 6.3 each student will be interviewed once per term to ensure they are happy with the homestay.
- 7 I understand that the Code of Practice for the Pastoral Care of International Students makes Glenfield College responsible for the care of its students outside of school hours and during holidays and I undertake to assist the school to meet its responsibilities.
- 8 I agree to my son/daughter being placed in a homestay chosen by a representative of Glenfield College. I will be responsible for any damage caused to the homestay's person or property by my son/daughter.
- 9 I am satisfied with the procedure put in place by the school to select, monitor and administer my son/daughter's homestay.
- 10 I understand the school will use its best endeavours to ensure the safety, health and well-being of the student while at his/her homestay, however the school cannot be liable for any damage or harm caused to the student or student's property arising out of the student's homestay.
- 11 I guarantee the good behaviour of the student in New Zealand.
- 12 I undertake that my son/daughter will not leave the homestay to live at another address without the permission of the Homestay Coordinator.
- 13 I understand that in the interests of the personal welfare of my son/daughter, the school may communicate relevant personal information to homestay parents and the homestay parents may communicate relevant personal information to the school.
- 14 The Homestay Coordinator will be the mediator in any disagreement between my son/daughter and the homestay parents. If resolution is not possible the matter will be referred to the Director of International Students.
- 15 This agreement shall be construed and take effect in accordance with the domestic laws of New Zealand.
- 16 In particular, I accept that Glenfield College is:
 - 16.1 responsible for an international student at all times while they have a student visa from Glenfield College
 - 16.2 responsible for approving all accommodation arrangements
 - 16.3 responsible for all holiday and travel arrangements within New Zealand

17 Approval will only be given for holiday and travel outside Auckland if:

- 17.1 students obtain written permission from parents
- 17.2 students complete a travel permission form outlining full travel and contact details

I undertake to communicate in a timely and prompt manner about any matter, which may affect the school's ability to carry out its responsibilities effectively.

Parent/Agent Signature
Full Name:

Date

Student Signature
Full Name:

Date

Relationship to Student: _____

Director of International Students

Date

Schedule 4 - International Students [Special Needs Students]

Glenfield College has carefully considered how to support the education of special needs international students.

As directed in the MOE resource for schools 2003, Effective Provision for International Students;

(e) there is access to specialist education services or additional teacher aide time available where special needs are declared on the application form and the enrolment is accepted.

- In the initial interview with the guardian/agent/person of the prospective international student, the international homestay coordinator asks the guardian/agent/person to declare if the student they are enrolling has any special learning needs. This is also on the Application.
- After enrolment every student is tested in English and Maths for academic placement. Students who score low are given ESOL support and subject support. If the test results indicate that the student has special learning needs the school may either terminate the enrolment for failure to disclose the matter or require the caregiver to cover the cost of a teacher aide or other appropriate support or require the student to return home.

Parent/Agent Signature

Director of International Students

Date

Date

Parent/Agent Full Name

Relationship to Student: _____