



## Edgewater College Tuition Agreement

This Agreement is between the parties noted below and shall be signed on behalf of the Student by the Parents of the Student.

School: **Edgewater College** ("the School")  
Student: \_\_\_\_\_ ("the Student")  
Start Date: \_\_\_\_\_  
End Date: \_\_\_\_\_

1. The School shall provide tuition to the Student in accordance with the New Zealand Education (Pastoral Care of International Students) Code of Practice 2016, The Education Code 2016 and the laws of New Zealand in return for an annual fee.
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 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 of the Student;
  - 3.3 provide consents in respect of any activity carried out and authorised by the School;
  - 3.3 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. 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 agree to appoint the homestay hosts as their agents in New Zealand to receive such information in substitution for the Parents.
5. 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.
6. The Parents agree to provide the School with academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by the School.
7. 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.



8. The parents shall prove that the Student has adequate medical and personal loss insurance throughout the student's stay in New Zealand.
9. 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.
10. Nothing in this agreement limits any rights the Parents and/or Student may have under the Consumer Guarantees Act 1993.
11. 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 shall apply.
12. It is acknowledged that all relevant provisions of the Education Act 1989 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 in damages or for any compensation if this agreement is terminated in these circumstances.
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 its reasonable control.
14. 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 to ten working days after posting.
15. 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.
16. 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.
17. The Parents and the 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 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;
  - b) all personal information provided to the School is collected and will be held by the School;
  - 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 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.
18. The Student's level of English (assessed on arrival in NZ) and academic record will be taken into account when determining acceptance and course placement. The Parents accept the right of the School to effect a change of course if this is seen to be in the best interests of the Student. Some subjects may not be available if students start school after the beginning of the school year.
19. It is understood that the Student will attend regularly. The Parents and designated caregiver guarantee the good behaviour and regular attendance of the Student. The School reserves the right to terminate this agreement and inform Immigration NZ if the Student fails to comply with Immigration New Zealand attendance requirements.



20. It is understood that this contract is current until the end of the school year in which the Student enrolls and may be renewed yearly subject to the satisfactory performance and attendance of the Student. The issuing of an invoice for a new period of tuition, and the receipt of fees for that period will be understood by both parties to constitute renewal of this contract for the period for which tuition fees have been paid.
21. The Student and Parents will accept and abide by the school's decision regarding accommodation suitability, and rules regarding accommodation. Should the School have any concerns regarding the welfare of the child they may relocate the child to a home approved by the School or may refer the matter to the relevant child welfare authorities or any other appropriate agency in New Zealand. The School will advise the parent immediately if such a situation occurs. In the event that the student's behaviour in the home is considered unacceptable by the host family and the school, and if another suitable homestay cannot be found, the school reserves the right to terminate this agreement.
22. 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.
23. The Student and Parents accept and agree that whilst enrolled as an international student at Edgewater College the student will neither own nor drive a car.
24. The Parents and Student agree that the Student will not obtain any additional body piercings or tattoos during their enrolment with Edgewater College.
25. The Parents give permission for the Student to take part in activities outside the classroom that have been arranged by the school, activities undertaken with the homestay family and tours run by organisations specifically for International Students.
26. Students are not permitted to travel independently and unsupervised outside the Auckland area while holding a Student Visa for Edgewater College.
27. The same school and homestay policies and rules apply to all international students, regardless of age (over or under 18 years) while holding a visa for Edgewater College.
28. Should any significant physical or mental health concerns arise while the student is at Edgewater College, the school will contact the parents as soon as possible to work towards a resolution. The school reserves the option of returning the student safely to the parents should this be deemed necessary.
29. If the Student is involved in criminal activity, the school will contact the parents as soon as possible. The school reserves the right to terminate the student's tuition if appropriate.
30. The parties agree that all relevant provisions 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 terminate this Agreement.

The Parents agree:

- We have disclosed to the school all special educational and health needs of the student prior to the signing of this agreement. We give Edgewater College permission to make a decision on the advice of a medical practitioner in a medical emergency.
- We acknowledge that this agreement may be terminated by the School if the enrolment of the Student is based upon any false declaration or information provided by us or the Student;
- We have read and understood the terms set out in this agreement and the attached "Execution and Acceptance of Terms" and agree to them.



- We have read and understood the terms of the school policies listed below and undertake to abide by them:
  - Uniform Code
  - College Rules and Expectations
  - Cybersafety Use Agreement
  
- We have read and understood the Accommodation Procedures and agree to accept the terms set out.
- We consent to provision of access to the internet.
- We consent to use of photographs of our Student in school publications and website, if required.
- We agree to inform the school in writing of our plan for the care of our child from the last date of their enrolment at Edgewater College until they return home. This plan will include all flight and travel details and information on who will be responsible for their care during this period.



## Execution and Acceptance of Terms

Please write clearly.

We are unable to process an application without full details including email address.

<b>Fathers Name:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Home Telephone:</b>	
<b>Work Telephone:</b>	
<b>Signature:</b>	

<b>Mothers Name:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Home Telephone:</b>	
<b>Work Telephone:</b>	
<b>Signature:</b>	

<b>Witness Signature:</b> <i>(not a family member)</i>	
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Edgewater College has agreed to observe and be bound by The Education (Pastoral Care of International Students) Code of Practice 2016 published by the Ministry of Education and administered by NZQA. Please see link for copies of The Education Code 2016. <http://www.nzqa.govt.nz/providers-partners/education-code-of-practice/>

If there are concerns about a student's treatment then, under the terms of the Code, the Director of International Students should be contacted in the first instance so that the school's internal grievance procedures can be implemented. If you feel your problem is not being solved by the school, you can contact the New Zealand Qualifications Authority (NZQA) [www.nzqa.govt.nz](http://www.nzqa.govt.nz) Phone 0800 697296 or [qadrisk@nzqa.govt.nz](mailto:qadrisk@nzqa.govt.nz)

If it is a financial or contractual dispute, you can contact FairWay Resolution by phone on 0800 774422. More information is available on the FairWay Resolution website: [www.fairwayresolution.com/istudent-complaints/](http://www.fairwayresolution.com/istudent-complaints/) You must be able to show them that you have tried to get the school to act before you contact them. They will consult the school to see if anything can be done to help you.