



## International Students Tuition Agreement

This agreement shall be signed by the parents of the student on behalf of the student.

School: St Thomas's School ("the School")

Student: ("the Student")

Parent/s: ("the Parent/s")

**The conditions in this agreement apply for the whole time the student is enrolled at the school.**

Dates of enrolment:	To
(beginning and end dates)	
Day Month Year	Day Month Year

1. The School shall provide tuition to the Student in accordance with the Education (Pastoral Care of International Students) Code of Practice 2016 and the laws of New Zealand in return for a fee.

*A copy of the Code of Practice is available from the School or from the NZQA website International Students section – see [www.nzqa.govt.nz/](http://www.nzqa.govt.nz/).*

### IMMIGRATION

2. All students must meet the requirements of Immigration New Zealand to study in New Zealand. See [www.immigration.govt.nz/new-zealand-visas/options/study](http://www.immigration.govt.nz/new-zealand-visas/options/study) for more information.
3. Students may be enrolled at the School for up to 3 consecutive months if they have a Visitor Visa. Students must have a Student Visa for enrolments longer than 3 months.
4. The Student's passport and visa, and Parents' passports and visas, must be shown at enrolment. The Parents must ensure that all documentation, including visas and insurance, is kept up to date. The School will notify Immigration New Zealand if it becomes aware of a breach of visa conditions.
5. If a Parent gains a work permit, or becomes a New Zealand permanent resident, the international enrolment will be terminated, and a new enrolment procedure must be completed. The family must live within the School enrolment zone for their child to continue to be a student at the School. The School's Fee Protection and Refund Policy will apply.
6. The School will report any termination of enrolment to Immigration New Zealand immediately.

### FEES

7. The tuition fee must be paid in full in order to enrol the student, or before the enrolment is renewed.
  - See the *International FFP Information*.

8. The tuition fee includes all tuition costs in the New Zealand Primary School Curriculum, but does not include:
  - Uniforms, stationery and electronic devices
  - specialised music tuition and associated costs
  - costs associated with any extra-curricular activities, e.g. sports, ski day, camps, and day trips
  - consumable materials used in subjects such as Year 7 and 8 technology subjects
  - New Zealand school dental and health services
9. Parents are expected to pay accounts promptly to the School when invoices are issued.
10. Where fees have been paid but the student withdraws before the course begins, an administration fee will be deducted from any refund given.

### **FEE PROTECTION AND REFUND**

11. The conditions of the Fee Protection and Refund Policy must be accepted and signed before enrolment begins. The School holds sufficient reserves to be able to refund the Student's fees if the School is unable to provide, or continue, the course of tuition.
  - *See the Fee Protection and Refund Policy.*

### **INSURANCE**

12. Most international students are not entitled to publicly funded health services while in New Zealand. International students receiving medical treatment while in New Zealand may be liable for the full costs of that treatment.
13. ACC (the Accident Compensation Corporation) provides accident insurance for all New Zealand citizens, residents, and temporary visitors to New Zealand, but international students may be liable for all other medical and related costs.  
*See [www.acc.co.nz](http://www.acc.co.nz) for more information.*
14. The Student must have comprehensive travel and medical insurance for the full period of enrolment from leaving home to returning home. Parents will provide the School with evidence of insurance, in English, before enrolment begins.
15. Appropriate insurance, as outlined in the Code of Practice, should cover:
  - travel to and from New Zealand, within New Zealand, and outside New Zealand (if part of the course)
  - medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation
  - repatriation or expatriation of the student as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation
  - death of the Student, including cover of:
    - travel costs of family members to New Zealand
    - costs of repatriation or expatriation of the body
    - funeral expenses.
16. The insurer must be a reputable and established company with a credit rating no lower than A from Standard and Poors, or B+ from A M Best. AAA is the highest credit rating. The insurer must be able to provide 24/7 cover.

### **LIVING ARRANGEMENTS**

17. The Student must be living in accommodation that complies with the Code of Practice at all times.

*Definitions from the Code:*

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**Parent:** in relation to an international student, means the mother or father of the student who is responsible for the student's well-being and financial support.

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**Legal Guardian:** in relation to an international student, means a person who, by court or testamentary appointment is responsible for the student's well-being and financial support, and provides for the care of the student in the student's home country.

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**Residential Caregiver:** means homestay carer or designated carer or, in the case of temporary accommodation, a supervisor.

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18. If the Student's behaviour in the home is considered unacceptable by the host caregivers and the School, and if another suitable homestay caregiver cannot be found, the School reserves the right to terminate this agreement.
  - See *Terms and Conditions of Homestay if applicable*
19. The School may accept international students who are living with one or both parents on a permanent basis, including school holidays.
20. The School may contract accommodation applications to an approved provider who will be responsible for placement, payments, and monitoring.
21. The Parents and Student will accept and follow the School's decisions regarding accommodation suitability.
22. The Parents authorise the School to relocate the Student to alternative accommodation if the Student's safety or well-being is compromised.
23. If staff are concerned that the Student has been or is likely to be mistreated, abused, or neglected, it is obliged to notify the relevant child welfare authority, e.g. Child, Youth & Family or the police.

### **Designated Care**

24. The School may accept international students who are 10 years of age or older who will be living with a designated caregiver. This must be a relative or close family friend and evidence of the relationship must be shown before acceptance.
25. The Parents and the Student must sign an indemnity declaration when the Student will be living with a designated caregiver. The School must approve the accommodation.
  - See *the Indemnity Declaration for Designated Caregivers if applicable*

### **Homestay Care**

26. Homestay placement is for the duration of each school term. Arrangements may be made with the homestay family for holiday accommodation but this cannot be guaranteed. There may also be additional costs for holiday programmes and/or accommodation.
27. The Parents and the Student must sign an indemnity declaration when the Student lives with a homestay caregiver.
  - See *the Indemnity Declaration for Homestay Caregivers if applicable*
28. If the Student's behaviour or attitude is considered unacceptable by the homestay caregiver and suitable accommodation cannot be found, the School reserves the right to terminate the agreement.

29. The Parents authorise the School to advise the Student's homestay caregivers of all matters and information required to be provided to parents of any student under the laws of New Zealand.
30. The Parents authorise the School to obtain information regarding the Student from the homestay caregivers.
31. The Parents agree to appoint the homestay caregivers as their agents in New Zealand to receive information in substitution for the Parents.

## **ENROLMENT**

32. An international student enrolment form will be completed at the time of enrolment, and enrolment will begin after all documentation is completed.
33. The Parents must provide any information requested in relation to the Student's enrolment before the application is processed, including a recent school report (in English).
34. The Parents must disclose any known learning differences or difficulties, and any social, emotional, or health needs the Student has. Enrolment may be terminated if the Student is found to be unsuitable for the programme the School is able to offer.
35. The School will issue a certificate of enrolment at the completion of the course and once all accounts have been paid and school resources returned.

## **SCHOOL**

Quality assurance information about New Zealand schools is available from the Education Review Office website [www.ero.govt.nz/](http://www.ero.govt.nz/).

36. The Student is part of the regular school assessment and reporting programme and will receive the same learning opportunities as all students at the School. This includes access to extracurricular activities.
37. All classes are taught in English and are based on the New Zealand Curriculum.
38. The School will place the Student in the year level best suited to the Student's needs. The School may change a Student's class placement after enrolment if it is in the Student's best interests.
39. The School provides orientation for the Student and the Parents.
40. English for Speakers of Other Languages (ESOL) tuition is based on individual needs.
41. The Student is expected to take part in all school learning activities. The Parents give permission for the Student to take part in education outside the classroom (EOTC). There may be additional costs for EOTC activities.
42. School staff will monitor progress and deal promptly with any issues that may affect learning. If the Student is found to have unexpected learning or behaviour difficulties, the enrolment may need to be reviewed.
43. After the Student has settled in, a review conference will be held to inform the Parents about how the Student is adjusting to all aspects of school life.

## **STUDENT'S OBLIGATIONS**

44. The Student is expected to follow all school rules and policies including attendance, behaviour, and uniform. In particular, the Student must read, understand, and sign:
  - *the Internet Policy and the BYOD contract*

## **Attendance**

45. The Student must follow the School's attendance rules and maintain satisfactory attendance. The Student must attend school on all occasions when it is open unless prevented by illness or other urgent or approved cause. The School reserves the right to terminate this agreement and inform Immigration New Zealand if the Student fails to comply with Ministry of Education attendance requirements.
46. The School must be notified about any planned absence by the Student and reasons given.
47. The Student must not attend school if they are unwell. The School must be notified about any absence due to illness.
48. The School must be informed about any infectious conditions the Student may show symptoms of.

## **Behaviour – School may take appropriate disciplinary action**

49. The principal may take appropriate disciplinary action in response to the conduct or behaviour of the student.
50. Appropriate disciplinary action includes standing down, suspending or excluding the student and terminating the contract of enrolment.
51. The principal of the school may take appropriate disciplinary action, whether or not the conduct or behaviour occurred while the student was under the supervision or control of the school, if satisfied on reasonable grounds that:
  - a) The student's gross misconduct or continual disobedience is a harmful or dangerous example to other students at the school;
  - b) Because of the student's conduct or behaviour, it is likely that the student, or other students at the school, will be seriously harmed if the student is not stood-down or suspended or excluded as the case may require;
  - c) The student's conduct or behaviour is in breach of the school rules (including the school's code of student conduct), the accommodation agreement or designated caregiver agreement, or this contract of enrolment, and one or more of the following applies:
    - I. The breach or breaches would constitute an ongoing risk to the student's education, health, safety, well-being or personal welfare for which the school is responsible under the Education (Pastoral Care of International Students) Code of Practice 2016;
    - II. The breach or breaches would constitute an ongoing risk to another person's education, health, safety, well-being or personal welfare.
52. The provisions in Schedule 1 (relating to stand-down), or Schedule 2 (relating to suspension) will apply if the student has been stood down or suspended, as the case may be.

## **School's obligations when taking disciplinary action**

53. A principal who wants a student to absent himself or herself from school for disciplinary reasons, or who wants a parent to remove a student from school for disciplinary reasons, may bring about the absence or the removal only by standing-down or suspending the student under this contract.
54. In making decisions on appropriate disciplinary action the principal and the board will as far as practicable ensure that any such disciplinary action:-

- a) Is proportionate to the seriousness of the behaviour of the student; and
  - b) Minimises the disruption to a student's attendance at school and facilitates the return of the student to school when that is appropriate; and
  - c) Is dealt with in accordance with the principles of natural justice.
55. If the student is stood-down or suspended, the principal will take all reasonable steps to ensure that the student has the guidance and counselling that are reasonable and practicable in all the circumstances of the stand-down or suspension.
56. If a student's suspension is subject to conditions, the principal will take all reasonable steps to ensure that an appropriate educational programme is provided to the student.
57. The programme referred to in clause 6 will as far as practicable be designed to facilitate the student's return to school and to minimise the educational disadvantages that occur from absence from school.

## **Schedule 1 – Provisions for stand-down**

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### Notice requirements

1. Immediately after a student is stood-down, the principal will tell a parent or legal guardian and the residential caregiver of the student—
  - (a) that the student has been stood-down; and
  - (b) the reasons for the principal's decision; and
  - (c) the period for which the student has been stood-down.

### Stand-down period

2. A stand-down may be for 1 or more specified periods, and the principal may lift the stand-down at any time before it is due to expire.

### Student attendance while student on stand-down

3. If a student has been stood-down, then the student does not have to, and is not permitted to, attend the school while stood-down, however—
  - (a) the principal may require the student to attend the school if the principal reasonably considers the student's attendance is appropriate;
  - (b) the principal may allow the student to attend the school if the student's parents request that the student be permitted to attend the school and the principal considers the request is reasonable:

### Board meeting concerning stand-down

4. A principal who has stood-down a student may arrange a stand-down meeting.
5. A principal who, having stood-down a student, is asked by the student or a parent or legal guardian of the student for a stand-down meeting—
  - (a) will arrange a meeting; and
  - (b) be available for the meeting as soon as is practicable for the student, the parent or legal guardian, and the principal.
6. As a consequence of a stand-down meeting, if the principal is satisfied that there are no reasonable grounds for the stand-down the principal will—
  - (a) ensure that the stand-down is withdrawn; and
  - (b) ensure that the student, and anyone told of the stand-down under paragraph 1, is told that the stand-down has been withdrawn.

## **Schedule 2 – Provisions for suspension**

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### Notice requirements for suspending a student

1. If the student has been suspended then the principal will, immediately after the student is suspended, tell the board, a parent or legal guardian and the residential caregiver (if any) of the student—
  - (a) that the student has been suspended; and
  - (b) the reasons for the principal's decision.

### Student attendance while on suspension

2. If the student has been suspended, then the student does not have to, and is not permitted to, attend the school while suspended, however -
  - (a) the principal may allow the student to attend the school if the principal reasonably considers the student's attendance is appropriate:
  - (b) the principal may allow the student to attend the school if the student's parents request that the student be permitted to attend the school and the principal considers the request is reasonable.

### Board meeting concerning suspension

3. If the student has been suspended, the student, the student's parents or legal guardian, and their representatives are entitled to attend a meeting of the board and speak at that meeting, and to have their views considered by the board before it decides whether to lift or extend the suspension or exclude the student and terminate the contract of enrolment.
4. The board will ensure that a student who has been suspended, and the student's parents or legal guardians are given the following as soon as practicable after the suspension:
  - (a) written notice of the time and place of the suspension meeting; and
  - (b) written information about the options available to the board under paragraph 3 to deal with the suspension at the suspension meeting.
5. The board will ensure that the following material is given (in writing) to the student and the student's parents or legal guardian within the time specified in paragraph 6:
  - (a) information on the procedures the board follows at suspension meetings; and
  - (b) advice that the student and the student's parents, legal guardians or representative may attend the meeting and speak at it about the suspension; and
  - (c) information contained in the following material that, in the board's opinion, it would have no ground to withhold if the student made a request under the Privacy Act 1993 for:
    - (i) the principal's report to the board on the suspension; and
    - (ii) any other material about the suspension to be presented by the principal or the board at the meeting.
6. The material referred to in paragraph 5 must be given to the student and the student's parents, legal guardian or representatives in time to reach them at least 48 hours before the meeting (or within a shorter time agreed by all the parties).

### Adjournments to consider new information

7. The board will adjourn a suspension meeting if the student, a parent or legal guardian of the student, or any member of the board asks the board to do so if the person making the request needs time to consider new information, being any information—
  - (a) that is referred to at the suspension meeting; and
  - (b) that is either—
    - (i) information that was not given, under paragraph 5, to the person making the request; or
    - (ii) information that is new to the person making the request for some other reason.
8. In deciding on the period of the adjournment, the board must have regard to the amount of time that the person making the request needs, in that person's particular circumstances, to consider the information.

### Board's decision at suspension meeting

9. Before deciding at a suspension meeting whether to lift or extend the suspension or exclude the student and terminate the contract of enrolment, the board must—
  - (a) have due regard for all of the circumstance relevant to the suspension; and
  - (b) consider each option available to it.
10. The board may—
  - (a) require the principal, the student, the student's parents or legal guardian, any representative of the student, and any representative of the parents or legal guardian to withdraw from the meeting while the board makes its decision; or
  - (b) ask the principal, the student, the student's parents or legal guardian, and any representatives of the student and the parents or legal guardian to stay at the meeting while the board makes its decision.
11. Before making its decision, the board may try to get all the parties at the meeting to agree on what the decision should be.
12. The board must record its decision, and the reasons for it, in writing.

### Board's powers when student suspended

13. If a student has been suspended, the board may—
  - (a) lift the suspension at any time before it expires, either unconditionally or subject to any reasonable conditions the board wants to make;
  - (b) extend the suspension conditionally for a reasonable period determined by the board when extending the suspension, in which case paragraph 14 applies;
  - (c) if the circumstances of the case justify the most serious response, exclude the student from the school and terminate the contract of enrolment.
14. If the board extends a suspension conditionally, the board may impose reasonable conditions aimed at facilitating the return of the student to school and will take appropriate steps to facilitate the return of the student to school.

15. If a student fails to comply with any condition imposed under this paragraph in respect of the lifting or extension of the suspension, the principal may request the board to reconsider the matter and the board may confirm or reverse its earlier decisions or may modify its earlier decisions by taking any action specified in paragraph 13 (a) to (c).
16. If the board has not sooner lifted or extended the suspension or excluded the student under paragraph 13(c) and terminated the contract of enrolment, the suspension ceases to have effect—
  - (a) at the close of the 7th school day after the day of the suspension; or
  - (b) if the suspension occurs within 7 school days before the end of a term, at the close of the 10th calendar day after the day of the suspension.

#### Extended suspension

17. The board will monitor the progress of the suspended student by ensuring that it receives, at each regular board meeting after the suspension, a written report on whether the student is meeting the conditions imposed and progressing with any educational programme provided.
18. The principal must ensure that the student and a parent of the student are given a copy of any such report as soon as practicable.

#### Student failing to comply with conditions

19. If the board agrees to a request made by the principal under paragraph 15, the board must hold a reconsideration meeting about the student's case.
20. The meeting must be held—
  - (a) within 7 school days of the request; or
  - (b) if the request is made within 7 school days of the end of term, within 10 calendar days of the request.

#### Information about reconsideration meeting

21. If the principal makes a request under paragraph 15 that the board reconsider the suspension then the board will ensure that the student, and a parent or legal guardian of the student is given written notice of the time and place of the reconsideration meeting as soon as practicable after the board decides to hold the meeting.
22. The board will ensure that the following material is given, in writing, to the student and the parent within the time described in paragraph 23:
  - (a) information on the procedures the board follows at reconsideration meetings; and
  - (b) advice that the student, a parent or guardian or representative may attend the meeting and speak at it about the reconsideration of the suspension; and
  - (c) information that, in the board's opinion, it would have no ground to withhold if the student made a request under the Privacy Act 1993 for:
    - (i) the principal's report to the board on the reconsideration of the suspension; and
    - (ii) any other material about the reconsideration of the suspension to be presented by the principal or the board at the meeting.

23. The material must be given to the student and the parent at a time that enables it to reach them at least 48 hours before the meeting (or within a shorter time agreed by all the parties).

## **PARENTS' OBLIGATIONS**

58. The Parents agree to provide the school with academic, medical, or other information relating to the well-being of the Student as may be requested from time to time by the School.
59. The Parents are expected to support the School and the Student's learning. If the Parents have any concerns, they must inform the School immediately.
60. The Parents will comply with all New Zealand laws. Any breach will be reported to the appropriate authorities.
61. The Parents must maintain an up-to-date visa as stipulated by Immigration New Zealand.

### **Contact details**

62. The School must have the correct contact address and phone details for international students at all times. This includes:
- contact details for where the student is living
  - a local emergency contact
  - home country emergency contact details, e.g. parent(s) and/or next of kin.
63. If any contact details change, the School must be notified immediately.

## **LIABILITY**

64. The School shall do its best to ensure the safety, health, and well-being of the Student but will not be liable for any damage or harm caused to the Student or the Student's property.
65. The School will not be liable for:
- any loss or damage to the Student's property, however caused, during or after school hours
  - any wilful damage done by the Student to school property incurring cost (this is the financial responsibility of the Parents).
66. In no event will the School liability exceed an amount equal to the tuition fees paid by the Student.

### **Force majeure**

67. Neither party is liable to the other for failing to meet their obligations under this agreement to the extent that the failure was due to circumstances beyond their reasonable control (the Fee Protection and Refund Policy will apply).

## **PRIVACY AND AUTHORISATIONS**

68. Personal information collected by the School about the Student and/or the Parents may be held, used, and disclosed to third parties to enable the School to:
- process the enrolment application
  - provide tuition to the Student

- provide the Student and/or the Parents with information or advice about products and services that may be of interest to the Student and/or the Parents
  - communicate with the Student and/or the Parents for any purpose.
69. All personal information provided to the School is held by the School at 113 Allum St, Kohimarama, Auckland 1072, New Zealand.
70. Under the Privacy Act 1993, the Student and the Parents have the right to access and request corrections to any personal information concerning them held by the school.
71. Under the Privacy Act 1993, any information collected may be provided to education authorities.
72. Information relating to the education, health, wellbeing, or safety of the Student may be released to relevant parties outside the School, at the discretion of the School.
73. Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School.
74. The Parents of the Student authorise staff of the School to:
- receive information from any person, authority, or corporate body concerning the Student, including but not limited to medical, educational, and welfare information
  - receive financial information relating to the Student, including bank account details, debt, and/or income of the Student
  - provide consents in respect of any activity carried out and authorised by the School
  - 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.

## **GRIEVANCE PROCEDURES**

75. If the Student or the Parents wishes to make a complaint related to the welfare and support they have received from the School, the first contact is the class teacher or international student coordinator, and then the principal. (See the School's informal complaints procedure.)
76. If the problem cannot be resolved, the Student or the Parents may write to the board of trustees. (See the School's formal complaints procedure.)
77. If the complaint is not resolved through the School's internal complaints procedures, the Student or the Parents can contact NZQA about their complaint. All international students are given information about this complaints process.

## **ENTIRE AGREEMENT**

78. This agreement consists of:
- *Application to Enrol as an International Student*
  - *International Students Tuition Agreement*
  - *Fee Protection and Refund Policy.*
79. This agreement contains the entire understanding of the parties and supersedes all prior discussions and agreements covering the subject matter of this agreement.
80. The terms of this agreement may be changed at any time by the School, and any such change will be notified to the Student in writing.

81. This agreement will be construed and take effect as a contract made in New Zealand and will be governed by New Zealand law, and the Student and the Parents submit to the exclusive jurisdiction of the New Zealand courts.
82. This agreement 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 a renewal of this contract for the period for which tuition fees have been paid.
83. Notices given under this agreement must be in writing and sent to the addresses set out in the enrolment application. Notices sent by post will be deemed to have been received 5 working days after posting.
84. Email correspondence is also a suitable means of communication, and emails will be deemed to have been received when acknowledged by the party or by return email.
85. Nothing in this agreement limits any rights the Parents and/or the Student may have under the Consumer Guarantees Act 1993.

### **TERMINATION OF AGREEMENT**

86. The school's responsibility for the student ends on their last day of enrolment.
87. Either party may terminate this agreement at any time upon 2 weeks' written notice being given to the other party. If the agreement is terminated, the Fee Protection and Refund Policy will apply.

### **EXECUTION AND ACCEPTANCE OF TERMS**

88. The parties acknowledge that before signing this agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.
89. The parties agree that any dispute in relation to this agreement will be resolved in accordance with the School's policies and the requirements of the Code of Practice, including the Dispute Resolution Scheme.
90. I have read and understood the terms and conditions set out in this agreement, including the attached documents, and agree to them:
  - *Fee Protection and Refund Policy*
  - *Indemnity Declaration for Homestay Caregiver (if Applicable)*
  - *Indemnity Declaration for Designated Caregiver (if Applicable)*
91. I have read and understood the terms of the following school policies and undertake to abide by them:
  - *Student Internet Use Agreement*
92. I acknowledge that providing false information or withholding relevant information may result in termination of enrolment.

*Please write clearly and print all information.*

Parent name (1):	Signature:
Address:	
Email:	Phone:
Parent name (2):	Signature:
Address:	
Email:	Phone:
Date:	
WITNESS: (not a family member)	Signature:
Date:	

**School**

By signing below, the authorised signatory of the School confirms that they are authorised to sign on behalf of the School, and confirms that the School is bound by the agreement in all respects.

Name:	Signature:
Position:	