

# NPBHS International Tuition Agreement



NEW PLYMOUTH  
BOYS' HIGH SCHOOL

## PARTIES

1. New Plymouth Boys' High School ("the School")
2. .... (the student)
  1. The School shall provide tuition to the Student in accordance with the New Zealand Ministry of Education Code of Practice for the Pastoral Care of International Students.
  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 details of the Student.
    - 3.3 Provide consents in respect of any activity carried out and authorised by the School and
    - 3.4 Provide necessary consents on the Student's behalf in the event of a medical emergency where it is not reasonably practical to contact the Parents.
4. The Parents irrevocably authorise the Headmaster of the School to advise the Student's accommodation 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 accommodation hosts. The Parents agree to appoint the accommodation hosts as their agents in New Zealand to receive and provide such information in substitution for the Parents.
5. 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. The School reserves the right to veto entry to a particular level or subject after assessment of English levels 'skills' knowledge required for that subject.

## ENROLMENT INFORMATION

6. 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. In addition, the School shall have no responsibility for the Student outside of school hours, except where the Student is living in the School Boarding Hostel.
7. 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.
8. Nothing in this agreement limits any rights the Parents and/or the Student may have under the Consumer Guarantees Act 1993.
9. Either party may terminate this agreement at any time upon 30 days written notice being given to the other party. If the agreement is terminated the refunds policy for international students shall apply.
10. 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 insurance policy travel, personal and medical fees protection through Uni Care must be obtained. The Parents shall have no claim in damages or for any compensation if this agreement is terminated in these circumstances.
11. 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.
12. 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.
13. Notices given under this agreement must be in writing and given to the addresses set out in the application forms.
14. 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.
15. 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 accommodation 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 shall be held by the School at Private Bag 2028, New Plymouth, New Zealand.

## ENROLMENT INFORMATION

- 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.
16. The Parents and the Student agree that the Student shall remain in the accommodation that is organised by the School for the term of this agreement.
17. The “Parents/Student” agree that the student will comply with the School Rules.
18. The “Parents/Student” must advise the International Department of any change of address, or contact details
19. The “Parents/Student” acknowledge that personal information of the student or the “Parents/Student” held by “The School” can be used for the purpose of application for tuition, provide tuition and associated services provided by the school and as a means of communications with the “Parents/Student” with that information as “The School” sees fit.
20. All disputes will be in terms of New Zealand Law and held in New Zealand Courts.
21. The “Parents/Student” accept the right of “The School” to change an academic course if it is seen to be necessary for the student. Also it must be accepted that if a student commences throughout the year, the subjects of choice may not be available.
22. **Medical and Travel Insurance:**  
International students must have appropriate and current medical and travel insurance while studying in New Zealand.

### **Eligibility for Health Services:**

Most international students are not entitled to publicly funded health services while in New Zealand. If the student receives medical treatment during his/her visit they may be liable for the full costs of that treatment. Full details on entitlements to publicly-funded health services are available through the Ministry of Health, and can be viewed on their website at <http://www.moh.govt.nz>

### **Accident Insurance:**

The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but you may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at <http://www.acc.co.nz>.

23. **Immigration:**  
“Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed on their website at <http://www.immigration.govt.nz>.”



## ENROLMENT INFORMATION



### EXECUTION

This Agreement shall be signed on behalf of the Student by the Parents or Guardians of the Student where the Student is under 20 years of age.

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

Signed:

.....

Full name:

.....

Relationship to Student:

.....

Date:

.....

Signed:

.....

Designation:

.....  
New Plymouth Boys' High School

Date :

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