



**BIRCHWOOD
SCHOOL**

*Together we learn - Together we grow
Ngātahi te ako - Ngātahi te tipu*

FORM 2 TUITION AGREEMENT

1. Birchwood School shall provide tuition to the student in accordance with the New Zealand Ministry of Education Code of Practice and the Laws of New Zealand in return for an annual fee of \$12,400.00. Pro rata conditions will apply if not for the full Academic Year.

Term dates for tuition pertaining to this contract are: _____

Information about term dates in New Zealand can be found at [School terms and holiday dates – Education in New Zealand](#) .

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”) authorises the school to:

a. Receive information from any person, authority or corporate body concerning the student including, but not limited to medical, educational and welfare information;

b. Receive financial information relating to the student including bank account details, debt and/or income details of the student;

c. Provide consents in respect of any activity carried out and authorised by the school;

and

d. 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 agree to provide the school with academic, medical and other information relating to the wellbeing of the student as may be requested from time to time by the school.

5. 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.

6. 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.

7. Nothing in this agreement limits any rights the parents and/or the student may have under the Consumers Guarantees Act 1993.

8. Either party may terminate this agreement at any time upon one months written notice being given to the other party. If the agreement is terminated the ‘Refunds Policy’ for International Students as outlined in the International Learner Fee Protection and Refunds shall apply. Grounds for termination can be found in the ‘Managing withdrawal and closure’ section of SchoolDocs.

9. It is acknowledged that all relevant provisions of the ‘Education Act 1989’ shall apply to the student in New



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Zealand. Any decision under these provisions to stand down or suspend the student for a specified period shall terminate this agreement and the 'Refunds Policy' shall apply. The school follows guidance from the ministry of education regarding [stand downs and suspensions](#). The parents shall have no claim in damages for any compensation if this agreement is terminated in these circumstances. In the event of enrolment being terminated the school will notify immigration New Zealand.

10. Birchwood School's processes and procedures regarding behaviour management apply to international students. Birchwood School's Positive Behaviour for Learning and Anti Bullying Vision and Processes are outlines on our website.

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 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. Those sent by post shall be deemed to have been received five working days after posting.

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. For the period of the agreement the students will only reside with a parent or legal guardian.

16. The parents and student acknowledge that:

- a. Personal information of the parents and/or student collected or held by Birchwood School is provided and may be held, used and disclosed to enable the school to process the application for tuition, provide tuition 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 at Birchwood School, 15 Durham Street, Stoke, Nelson, 7011
- 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 2020' to obtain access to and request corrections to any personal information held by the school concerning them.

Execution

I have read and understood the terms set out in this agreement including the 'Refunds Policy' and agree to them.
I/We have read and understood our rights and obligations under the Education (Pastoral Care of Tertiary and



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International Learners) Code of Practice 2021.

Parent Declaration

Full Name: _____

Signed: _____ Date: _____
(Parent/Legal Guardian)

Principal of School

Full Name of Principal: _____

Signed: _____ Date: _____