

Liston College

International Student Tuition Agreement

(Contract between Parent and School)

**LISTON
COLLEGE**

PRINCIPAL: C. S. Rooney
MEdMgt (Hons), GradDipBus, BA



IN CHRIST WE LIVE

Student's Name (as it appears on the Student's passport)

.....

Passport Number:

Expiry Date:

Parent Name:

.....

Address:

.....

.....

.....

Phone:

Email:

Execution

I have read and understood the terms as set out in this Agreement (contained in the following 4 pages) and agree to them (this agreement consists of 5 pages).

Full Name: _____

Relationship to Student (*Father / Mother / Other*)

Describe Other: _____

Signed: _____

Date: _____

69 Rathgar Road
Henderson
Auckland 0610
New Zealand

telephone 00-64-9 838 9350
facsimile 00-64-9 838 9809
email international@liston.school.nz
website www.liston.school.nz

Remove and scan / email or fax to Liston College
along with other relevant information and forms.

Agreement Wording

If **LISTON COLLEGE** ("School") accepts the Student named ("Student") in the Application form 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 Pastoral Care of International Students.
2. The School shall approve and monitor homestay or designated care in accordance with the requirements of the New Zealand Ministry of Education Code of Practice.
3. The Parents or legal guardians of the Student who have signed the application for tuition on behalf of the Student ("Parents") irrevocably appoint and authorise the Principal of the School (or other such 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, but not limited to, medical education 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 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. The Parents irrevocably authorise the Principal of the school to advise the student's homestay hosts (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 homestay hosts as their agents in New Zealand to receive 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.
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 arising out of the Student's homestay (whether or not such homestay was arranged by or through the School).
 - Any damage or harm caused to the Student or the Student's property while attending the School unless the harm was a result of gross negligence on the part of the School.
 - Any damage or harm caused to the student or the student's property outside of normal school hours and in the case of Student's property, shall not be responsible for any damage to such property that may occur outside the School's premises.
7. Without restricting clause 6, but subject to clause 8, the School's liability in relation to the supply of services to the Parent is limited to the amount of fees paid by the Parent for provision of the services in respect of which liability arises.
8. Nothing in this Agreement limits any rights the Parent's and/or student may have under the Consumer Guarantees Act 1993.
9. Either party may terminate this Agreement upon three weeks written notice. If the Agreement is terminated, the Refunds Policy for International Students shall apply.
10. It is acknowledged that the suspension, expulsion and exclusion of student provisions as set out in the Education Act 1989 shall apply to the Student in New Zealand. Any decision under these provisions to expel or exclude the Student shall terminate this Agreement and the refunds policy shall apply. The Parent shall have no claim in damages or for any compensation if this Agreement is terminated in these circumstances.
11. 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.
12. 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.

13. 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.
14. If an 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 the Homestay agreement.
15. 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.
16. This Agreement shall consist of the Application for Tuition and this Tuition Agreement including the attached Schedules 1 and 2. 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 within the School.
17. The Parents acknowledge that:
 - a) Personal information of 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 at 69 Rathgar Road, Henderson, Auckland, Phone: 09 838 9350 or Fax 09 837 9809.
 - 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 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 Parents authorise any such person to release to the School any personal information that person holds concerning the Student / Parents.
18. The conditions in this Tuition Agreement apply for the whole of the time that the student is enrolled at Liston College.

Liston College has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Minister of Education. Copies of the Code are available on request from this institution or from the New Zealand Ministry of Education website at <http://www.minedu.govt.nz/goto/international>

Schedule 1

Withdrawals and Refunds of Fees

All refunds of tuition fees to students withdrawing from Liston College are at the discretion of the Board of Trustees. Application for refund must be made in writing to the Board of Trustees setting out the special circumstances of the claim.

Refund of Tuition fees

If a student decides against coming to Liston College, tuition fees will be refunded minus a NZ\$500 administration fee.

Once a student has arrived in New Zealand refunds, less a NZ\$500 administration fee, will be made only in the most exceptional circumstances (i.e. return home because of serious illness or death of a close family member) and then only partial refund may be made as the school will have incurred costs on the student's behalf for the whole year.

The refund policy of the Liston College Board of Trustees, as set out below, *is based on Section 4B(7) of the New Zealand Education Amendment (No.4) Act 1991*. In arriving at their decision, the Board of Trustees will take into consideration the special circumstances of the withdrawing student and;

- costs already incurred by the Board
- the salaries of the teachers and support staff and any other components of the fee committed for the duration of the course
- an amount which covers the use of facilities and resources to the date of the withdrawal
- the proportion of the Government or the Catholic School Levies the school is required to pay
- any other costs already incurred

Please note:

- No refund will be made to a student who is excluded from the school by the Board of Trustees¹.
- Students who gain permanent residence or parents who gain work visas after the course has commenced, will not be eligible for a refund.

¹ Where a student is excluded from Liston College, the costs associated with the return journey home will be the responsibility of the parent or guardian, not Liston College.

Homestay Fees

Outstanding homestay fees will be refunded if the contract for tuition at Liston College or its contracted homestay agency, is terminated. Two weeks notice, or payment of two weeks fees in lieu of notice, must be given. The placement fee is not refundable.

How to apply for Refunds

All refunds of tuition fees to withdrawing students are at the discretion of the Liston College Board of Trustees.

Applications for refund must be made in writing to the Board of Trustees, setting out the special circumstances of the claim, such as return home because of serious illness or death of a close family member. This application should include any supporting documents (eg. medical certificates, tickets for return journey etc.)

Liston College has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Minister of Education. Copies of the Code are available on request from this institution or from the New Zealand Ministry of Education website at <http://www.minedu.govt.nz/goto/international>

School Rules

Rights	Responsibilities
<p>Learning Right <i>You have a right to a good education by:</i></p> <ul style="list-style-type: none"> receiving help and assistance when you need it learning unimpeded being offered a range of educational opportunities receiving regular feedback on your progress at school being well taught ie. receiving lessons that are interesting and that meet your ability level in an environment where there are high standards of work and behaviour. 	<p>Learning Responsibility <i>Your responsibility is to try your hardest in class and help others learn by:</i></p> <ul style="list-style-type: none"> following school / class rules and procedures being at school and to class / activity on time bringing the correct equipment / books necessary for the class or activity being attentive and doing quality work completing all the class work and homework participating in activities not interrupting the learning of others acting on advice given to assist your learning
<p>Safety Right <i>You have the right to feel safe and secure by:</i></p> <ul style="list-style-type: none"> your property being safe and respected being protected against threats to your safety having a classroom / school environment that is clean, pleasant and well maintained 	<p>Safety Responsibility <i>You have the responsibility to ensure that other people and property is safe, secure and cared for by:</i></p> <ul style="list-style-type: none"> following school / class rules and procedures keeping the school environment / equipment free from litter, graffiti and damage returning all found property to the school office labelling your own property being honest and trustworthy not bringing to school / using prohibited substances and or forbidden articles ensuring that others' property is free from interference
<p>Treatment Right <i>You have the right to receive respect from others by:</i></p> <ul style="list-style-type: none"> being free from discrimination and harassment being treated respectfully and fairly 	<p>Treatment Responsibility <i>You have a responsibility to treat others as you would like them to treat you by:</i></p> <ul style="list-style-type: none"> avoiding "put downs" verbal and physical abuse listening to others using polite language celebrating other peoples' successes treating others with fairness, respect and dignity following school / class rules and procedures
<p>Loyalty Right <i>You have the right to expect the College to be highly regarded by its students and community</i></p>	<p>Loyalty Responsibility <i>You have the responsibility to act in such a way so that the name of the College is respected by:</i></p> <ul style="list-style-type: none"> wearing the school uniform correctly at all times being well groomed behaving in a manner that reflects well on you and the College outside school and at functions being welcoming to visitors to the College representing the College with pride living out the school motto "In Christ we live"