



## **BOTANY DOWNS SCHOOL**

### **TUITION AGREEMENT**

*This Agreement shall be signed on behalf of the Student by the parents or guardians of the Student where the Student is under 18 years of age.*

School: **Botany Downs Primary School** ("the School")

Student: ("the Student")

1. *The 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 NZ\$12,000.*
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 of 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, learning, behavioural needs or 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 Schedule 1 shall apply ("refunds policy").*
9. *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.

10. 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.
11. 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.
12. 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 5 working days after posting.
13. 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.
14. The Parents and 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 and provide tuition, 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 Mirrabooka Avenue, Howick, Auckland, New Zealand, Phone 00649 5349848 email office@botanydowns.school.nz
  - (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.

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Relation to Student: \_\_\_\_\_