



# TUITION SERVICES BETWEEN SANCTA MARIA COLLEGE AND THE APPLICANT INTERNATIONAL STUDENT

Name of Applicant: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. The Applicant is the parent of: (the 'Student')  
\_\_\_\_\_
2. The Applicant has made application for tuition and wishes the Student to attend **Sancta Maria College** (the 'School').
3. The School has agreed to enrol the Student upon and subject to the terms and conditions hereinafter set out.

## The School's Obligations

4. The School will observe and be bound by the Ministry of Education's *Code of Practice for the Pastoral Care of International Students* ("Code").
  - 4.1. The School shall provide tuition in accordance with that accorded to domestic students
5. The School will only accept International Students (except for adult students, over the age of 18) who live with their parents/legal guardians or who are with designated caregivers or who are placed into an approved homestay arranged by Sancta Maria College.
6. The School shall use its best endeavours to ensure the safety, health and well-being of the Student but shall not be liable for:
  - 6.1. Any damage or harm caused to the Student or the Student's property while attending the School
  - 6.2. Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation
  - 6.3. Any damage or harm caused to the Student or the Student's property outside normal school hours. In the case of the Student's property, shall not be responsible for any damage to such property that may occur outside the school premises.

## The Applicant's Obligations

7. The Applicant shall:
  - 7.1. Pay to the School the tuition fees in the manner agreed to by both parties
  - 7.2. 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
  - 7.3. The student will accept and abide by the school's rules and all instructions given by members of staff.
  - 7.4. The students will attend school on all occasions when it is open unless prevented by illness or other urgent cause.

### **Authorisations**

8. The parents of the Student who have signed the application for tuition on behalf of the Student irrevocably appoint and authorise the Principal of Sancta Maria College (or such other person as may be appointed by the Board of Trustees of the school) to:
  - 8.1. Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information.
  - 8.2. Provide consents in respect of any activity carried out and authorised by the school.
  - 8.3. 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 Applicant.
  - 8.4. If applicable, advise the Student's Designated Caregiver of all matters and information required to be provided to parents of any student and agree to appoint the Designated Caregiver as their agents in New Zealand to receive such information in substitution for the Applicant.
  - 8.5. To take whatever steps are necessary to ensure the Student complies with School rules and policies as set down by the School.
  - 8.6. To obtain at any time from any person or entity any information required to process and/or accept the application for tuition or to perform or complete the School's various obligations under this agreement. The Applicant authorises any such person to release to the School and personal information that person holds concerning the Student/Applicant.

### **Limitations of Liability**

9. In no event shall the School's liability exceed an amount equal to the amount of tuition fees paid by the Applicant.

### **Termination**

10. Either party may terminate this agreement with 5 (five) days written notice.
11. Upon termination of this agreement, refunds will be made in accordance with the School's Refund Policy.

### **Miscellaneous**

12. Nothing in this agreement limits any rights the Applicant and/or the Student may have under the Consumer Guarantee Act 1993
13. It is acknowledged that the stand-down, suspension and exclusion of student's provisions as set out in Part II of the Education Act 1989 shall apply to the Student in New Zealand. Any decision under these provisions to stand-down, suspend or exclude the Student shall terminate this agreement and the refunds policy will apply. The parents will have no claim for damages for any compensation if this agreement is terminated in these circumstances.
14. Parents and students agree to abide by the school's refund and other policies as shown in this application to enrolment form.
15. **Force majeure:** 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.
16. **Governing Law:** 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 Applicant irrevocably submits to the exclusive jurisdiction of the Courts of New Zealand, and agrees 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 constituted under the Arbitration Act 1908 within New Zealand on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

## Entire Agreement

17. This agreement shall consist of:
  - 17.1. The application for tuition in New Zealand;
  - 17.2. The Tuition Agreement including any Schedules annexed thereto (including the refund and fee protection policies and the International Student Information Booklet).
18. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
19. The terms of this agreement may be changed at any time by the School in writing to the applicant and any such change in terms shall be notified to the Applicant in writing.
  - 19.1. Notices given in writing will be given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 5 (five) days after posting.

## The Privacy Act

20. The Applicant acknowledges that:
  - 20.1. Personal information of the Applicant and/or Student collected by the School and may be held, used and disclosed to third parties to enable the School to:
    - 20.1.1. Process the application for tuition
    - 20.1.2. Provide tuition to the Student
    - 20.1.3. Provide the Student and/or Applicant with advice or information concerning products and services the School believes may be of interest to the Student and/or Applicant; and
    - 20.1.4. To enable the School to communicate with the Student and/or Applicant for any purpose.
  - 20.2. All personal information provided to the School will be held by the School at **Sancta Maria College, 319 Te Irirangi Drive, Howick South, Manukau City**. Phone **09 274 4081**, Fax **09 274 4082**
  - 20.3. Failure to provide any information in the application for tuition may mean the School is unable to process the application.
  - 20.4. The Student/Applicant has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.

## Execution

I have read and understood that terms set out in this agreement, including the attached schedule and agree to them.

Signature of Applicant: \_\_\_\_\_ (Student)

Signature: \_\_\_\_\_ (Parent/Legal Guardian of student under 18 years)

Signature for Sancta Maria College \_\_\_\_\_

Designation: \_\_\_\_\_

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

**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>

## Schedules to Tuition Agreement

## Schedule 1: Fee Information

The following costs are effective from January 2016. The tuition fees are set by the Sancta Maria Board of Trustees. Other costs are estimates only.

### Compulsory Cost of Tuition and Other Course Related Costs

	Year 7-13
Tuition fees for a full academic year (annual payable in advance)	NZ\$16,500
Administration Fee	350
Home Pastoral Care Fee	650
Total Cost	NZ\$17,500

***This covers: Classroom tuition, textbooks on loan, ESOL tuition if required.***

### Additional Compulsory Costs (approximately)

Stationery	NZ\$120
Uniform	NZ\$500

### Non-Compulsory Costs

School/class trips	NZ\$50
Specialist class fees	
Year 7-8 (eg technology, art)	NZ\$50
Year 9-10 (eg technology, art)	NZ\$75
Year 11-13 (depending on subject choice)	NZ\$100
Music instrument hire (if involved)	NZ\$160
Sports team participation (if involved)	NZ\$70

It is understood that all students will participate fully in all aspects of Sancta Maria College life.

### Fees Protection

- 1 The Sancta Maria College Board of Trustees guarantees to hold in reserve sufficient funds to meet any refund requirements should the school not be able to continue tuition.
- 2 The parent and/or student agree to pay all tuition fees and additional charges as may from time to time be levied by the school. Tuition fees do not include costs for general stationery, materials for practical work, music lessons, class trip expenses, school uniform. The tuition fee does include the use of textbooks for the duration of the course.
- 3 On acceptance of a place at Sancta Maria College, the Student will be sent a "Conditional Offer of Place" and an invoice for one year's academic fees. On receipt of the fees and confirmation of approval in principal from New Zealand Immigration Service, the Student's place at Santa Maria College will be confirmed in writing.
- 4 On renewal of this agreement for a subsequent academic year the student agrees to pay a minimum of one term's tuition fee as set out in the fees schedule not less than fourteen days prior to the commencement of study.
- 5 Where a student wishes to enrol for a period of time which is less than a complete academic year, a tuition fee shall be payable within fourteen days of the date of this agreement in accordance with the fees schedule.

Parent's signature: \_\_\_\_\_

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

## Schedules to Tuition Agreement

### Schedule 2: Fees Refund Policy

If a student withdraws from his/her course of study before the completion date, he/she may be eligible for a refund of tuition fees. If a refund is requested, the following procedures and guidelines will apply:

#### To be eligible for a Refund:

- To be eligible for a refund, parents must apply in writing to the Board of Trustees setting out the special circumstances of the claim within one month of the last day of attendance. You must also complete the official leaving process and attach the leaving certificate.
- In every case, the school undertakes to look fairly at applications for a refund of fees or part-fees.

#### If the application is made before the start of the course:

- Fees will be refunded in full, less an **Administration Fee of NZ\$500.00**. This includes if a student is not granted a student permit to attend *Sancta Maria College*.

#### If the application is made after the start of the course (*i.e. in Terms 1 or 2*), but before the second half of the course (*i.e. Terms 3 & 4*):

#### Fees will be refunded less:

- An Administration Fee of NZ\$500
- Costs to the school already incurred for tuition
- Components of the fee already committed for the duration of the course (including proportion of Agent's Commission already paid out)
- Specialist fees (*if applicable*)
- Appropriate proportions of salaries for teachers and support staff (*if applicable*)
- Costs already incurred for the use of facilities and resources
- Any other costs already incurred.

#### If the application is made after the second half of a course:

- There will be no refund, except under exceptional circumstances. (*See Compassionate Refunds below.*)

#### Compassionate Refunds:

- In exceptional circumstances, refunds may be granted on compassionate grounds (e.g. death of a close family member, serious illness, accident). All such refunds will be at the discretion of the Principal and the Board of Trustees.

#### The Board of Trustees will make no refund:

- When a student is required to leave the school for a breach of the rules and conditions of enrolment at the school or has broken a New Zealand law.
- Where a student has been stood-down, suspended or excluded.
- Where a student returns home for any reason other than serious illness, accident or death of a close family member.

- If the enrolment application is found to be inaccurate in any way and the contract is terminated.
- Where a student becomes a permanent resident during their course of study. Any student becoming a permanent resident will be required to re-enrol as a domestic students for the start of the next school year and abide by the school enrolment scheme. No guarantee can be given that a place will be available. As a Catholic school Sancta Maria College has a defined Special or Catholic character. The school zone conditions stipulate the criteria to attend Sancta Maria College as a regular student. Preference will be given to students who are Catholic and live within the school zone. Documentation of residency must be approved within 14 days of it being granted.
- If a student wants to transfer to another school or educational institution.

### Homestay Fees

If you move out of your Homestay before the end of your Contract:

- The Homestay Placement Fee of **NZ\$250.00** will not be refunded.
- All other unused Homestay Fees will be refunded, provided the Homestay has been given two weeks' notice that the student is leaving unless Sancta Maria College has guaranteed your accommodation.
- If the college has guaranteed your accommodation, payments to your new homestay family or designated caregiver will be paid through the college's homestay programme. The homestay placement fee of NZ\$250.00 cannot be refunded.
- Approved refunds will have any money owing to the homestay family deducted, ie telephone accounts etc.
- If the student does not give two weeks' notice, then two weeks' Homestay fees will be deducted from any refund.

### Payment of Refunds:

- All refunds will be paid to either the parents of the student or to an agent with written authority from the parents. No refunds will be given directly to the student.

### Fees Protection:

- The School has a fee protection policy to safeguard the fees paid by International Students, in the unlikely event that the school may not be able to continue delivering tuition to the international student. This policy ensures that the school retains sufficient funds to meet the requirements of any refund in these circumstances.

**N.B.** The **New Zealand Immigration Service** will be notified if any student ceases to attend **Sancta Maria College** for whatever reason.

I agree with these refund conditions.

Parent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent's Bank Account Details for Refund: \_\_\_\_\_

Print Parent's Full Name: \_\_\_\_\_

Print Student's Full Name: \_\_\_\_\_

## Schedules to Tuition Agreement

### Schedule 3: Fees Protection Policy

#### Rationale

Sancta Maria College maintains through its Finance Management Policy procedures for the appropriate management of school funds that comply with Public Sector Finance Requirements and guidelines set out by the Ministry of Education.

These practices are to ensure:

- Accountability for the control of school finances.
- Appropriate reporting to all interested parties and present accounts for audit.
- The efficient use of funds.

Procedures for the management and protection of fees paid by international students are:

#### Guidelines

##### International student tuition fees

1. Accounting procedures are in place to ensure that monies are available for release.
2. International student tuition fees shall be paid into the school's general account, under a separate code, 'Foreign Fees', and drawn down at intervals of one term in arrears throughout the academic year.
3. These monies will be audited separately on an annual basis.
4. These monies will be available for approved refunds resulting from withdrawal from Sancta Maria College or in the event of the College not being able to provide tuition.

#### Evidence

1. Accounting records
2. General School Account

#### Evaluation

The Business Manager shall report to the Board of Trustees annually with reference to the effectiveness of the policy.

Principal: \_\_\_\_\_

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

## Schedules to Tuition Agreement

### Schedule 4: Performance Agreement: Rules for International Students

The staff of Sancta Maria College is committed to preparing our Students to embrace the future by providing a complete Catholic education in a safe, nurturing community, shaped by our values. We will give special care and attention to all our International Students and encourage them to reach their full potential. Students must demonstrate a commitment to the special character of Sancta Maria by active participation in religious classes and liturgies as organized. We need to have an assurance of support by the student's parents or caregivers and the promise of the student's willingness to with the rules and standards of the school and the community to ensure the well being of all concerned. Students who sign the Tuition Agreement are subject to the same school rules as all other Sancta Maria College students.

1. **Attendance:** Students are to attend all classes promptly at all times. If a student cannot attend because of ill health, the school must be advised before classes begin. A doctor's certificate is required for any absence of three or more days. Absence for any other reason must be approved beforehand by the Director of International Students. Absenteeism may result in a student's dismissal from school. The student must respect the school term dates. All holiday travel should be within school holiday time unless prior permission is gained.
2. **Homework:** This must be completed every day, or as required by the teacher. The student must complete all set tasks when asked.
3. **Co-operation:** The students must always obey the teacher's instructions, participate fully in classroom activities and maintain a friendly, co-operative attitude. The student must show consideration and respect to all staff members, to all other students and to themselves. The appropriate school uniform must be worn to school.
4. **Homestay:** Students must live in school approved homestay accommodation. Any rules laid down by the homestay families are to be respected and obeyed. The student is expected to be reasonable, courteous and helpful in the house, keeping his/her bedroom tidy, clearing the table etc. The student will be on time for all meals and will not be away from home unless prior permission has been given.
5. **Curfews:** The New Zealand law states that young students are to be under supervision at all times. Any change to the curfew rules below must be negotiated beforehand with homestay parents. The students must tell the homestay parents where they are at all times and must contact them if they are going to be later than expected. The students must give their host parents the telephone number where they can be contacted anytime they are away from their homestays.

<b>Age</b>	<b>Sunday-Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Under 15 years	6.00pm	Under supervision	Under Supervision
15-16 years	6.00pm	10.00pm	11.00pm
16-18 years	6.00pm	12.00pm	12.00pm
Over 18 years	Negotiable	Negotiable	Negotiable



6. **Smoking and Alcohol:** The Sancta Maria College is a smoke and drug free environment. No drugs, tobacco products or alcohol are permitted at school, any school related activity, or when travelling to and from school. Any infringement of this provision will result in the student being repatriated at the parent's expense. The Board of Trustees will take a very strong stand if any student is found to be using or in possession of cigarettes or alcohol.
7. **Illegal Drugs:** These will not be tolerated. Students found to be involved with illegal drugs will be permanently suspended and sent home. If it is appropriate, the authorities will be notified.
8. **Driving:** Sancta Maria College strongly advises International students not to own and drive a car while at the college. For those students who do not take this advice, they must have the parental approval form signed by their parents and returned to the Director of International Students.
9. **Change of Address:** Students must notify the school office of any change of address, phone number or any home circumstances.

**NON-COMPLIANCE:**

If it is found that the student is unable or unwilling to co-operate with the above rules, the following action will be taken:

1. The student will be verbally warned, receive one or more after school detention.
2. If his/her behaviour does not significantly improve during this period they will receive the first written warning that he/she is facing suspension. Copies of this will be sent to their parents and their caregivers. They will also be put on daily report for 2 or 3 weeks.
3. If behaviour still does not improve after this warning the student will receive a second and final warning that states that unless behaviour significantly improves the student will be suspended from school.

**EXPULSION**

If the behaviour of the student does not improve as requested the student will be expelled and the appropriate authorities notified. The student's visa will invariably be revoked under these circumstances.

**FEES REFUND**

No fees will be refunded to a student expelled due to unacceptable, non-compliant behaviour.

**Having read these rules and accepted that they are reasonable and fair, we agree to abide by them.**

**Signed** \_\_\_\_\_

**Signed** \_\_\_\_\_

**Parent/Caregiver/Guardian** \_\_\_\_\_

**Student Name** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_