Contract between Western Springs College and the International Student

PARTIES

School: Western Springs College ("The College" in the contract)
Student: _____(The International Student's name, applying for Tuition at Western Springs College; "The Student" in the contract)

DATES

Start date: _____
The Start date shall be the same as provided in The College's Unconditional Offer unless agreed in writing by The College that a different date is accepted.

End date: _____
The End date shall be the same as provided in the College's Unconditional Offer or the date that both The College and The Student's Parents agree to as the last day for The Student to take tuition at The College.
The College shall provide tuition to the Student in accordance with the New Zealand Ministry of Education Code of Practice and the laws of New Zealand

TERMS

1: The College shall provide tuition to the Student in compliance with the Education (Pastoral Care of International Students) Code of Practice 2016 and other New Zealand legislation in return for an annual fee of $17,000.00 or as advised and invoiced by the College.

2: The Student shall pay for the tuition fee as advised, invoiced and published by The College as well as other relevant fees as advised, invoiced and published by The College in order to make The College's provision of tuition and other supporting services to The Student possible.

2: The Parents and Student agree that The Student shall comply with The College's Code of Conduct, Homestay Rules, and other policies/procedures/rules of the College, as well as NZ legislation. Failure to comply with the above may lead to the breach of this Contract and The Student's tuition may be terminated accordingly.

3: The parents or guardians of The Student ("The Parents") authorize the principal nominated staff of the College 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 in relation to the Student including bank account details, debt and/or income details of the Student.

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3.3 Administrate and co-ordinate the financial payments for the following to meet The Student's needs and interests: Insurance, Living Allowance, Homestay, Contingency Fees, Private Tutorial and Workshops, and extra curriculum programmes, etc.

3:3 Provide consent to any activity carried out and authorised by the College; and

3:4 Provide necessary consent on The Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact The Parents or to have The Parents on site.

4: The Parents irrevocably authorize the principal or the principal nominated staff of the College to advise the Student's homestay Parents of all matters and information required to be provided to the Parents of any student under the laws of New Zealand. The Parents irrevocably authorize the College to obtain information regarding the Student from the homestay parents. The Parents agree to appoint the homestay parents as their agents (or one of their agents) in New Zealand to receive and provide such information in substitution for the Parents.

5: The Parents agree to provide the College with full & accurate information about The Student, including but not limited to: risk factors, special learning needs, existing health issues, medical treatment/surgery received or being received, academic performance, personal interests, or any other information relating to the wellbeing of The Student.

6: In any event, The College's liability in relation to the supply of tuition and other services to the Student is limited to the amount of fees paid by the Student/Parents for the provision of the services in respect of which liability arises.

7: The College shall endeavour 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.

8: The Parents/Student agree that when The Student owns and drives a vehicle in New Zealand while being enrolled at the College, the Student must abide by NZ law and Western Springs College Policies and procedures for International Students Owning & Driving a Vehicle. Further NZ Transport Agency information can be found at:

https://www.nzta.govt.nz/driver-licences/new-residents-and-visitors/driving-on-nz-roads/

8.1 The College, Homestay Family or any other person may report to the NZ Police in regards to The Student driving outside of the NZ law and College's guidelines.

9: The College allows Year 12 and Year 13 International Students on a student visa to apply for and hold a work permit to work up to 20 hours per week and work full-time during school holidays provided the following conditions are met:

- The Student has achieved well and continues to achieve well at school and in life outside of school and has achieved with M (Merit) or E (Excellence) in NCEA assessments
- There is no breach of School Code of Conduct in regard to class work, homework
- the Student is punctual at school without truancy, with a current and previous attendance rate of 95% or higher at the College

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- The Student follows all Western Springs College Homestay Rules as per usual

Other Year 12 and Year 13 students can apply for a work permit which allows them to work during school holidays with the College's and Parents' permission.
The College may contact Immigration NZ and request the cancellation of a work permit due to any breach of the College's and Accommodatio Rules.

10: Nothing in this Contract limits any rights the Parents and/or the Student may have under the Consumer Guarantees Act 1993 and the Human Rights Act 1993.

11: It is acknowledged that all relevant provisions shall apply to the Student in New Zealand, including those of the Education Act 1989, the Education (Pastoral Care of International Students) Code of Practice 2016, the Fair Trading Act 1986, the Immigration Act 2009, this Contract, the Western Springs College Code of Conduct and Homestay Rules and other policies and Procedures of the College. Any decision under these provisions to withdraw the Student by the Parents, to terminate the Student's tuition by the College, or to expel or suspend the Student by the College for a specified period of time, shall terminate this contract and the Refund Policy shall apply. The Parents shall have no claim in damages or for any compensation if the tuition or contract is terminated in these circumstances

12: Either party may terminate this Contract at any time upon two weeks' written notice being given to the other party if the termination is not due to The Student violating the Code of Conduct, Homestay Rules or other policies/procedures and rules of the College or other NZ legislation. If the Contract is terminated the refunds policy for international students as outlined in Appendix 2 shall apply.

13: Neither party is liable to the other for failing to meet its obligations under this Contract to the extent that the failure was caused by an act of God or other circumstances beyond its reasonable control.

14: This Contract shall be construed and take effect 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.

15: Notices given under this Contract must be in writing and sent to the email or physical addresses set out in the Student's application forms. Those sent by post shall be deemed to have been received 10 working days after posting.

16: This Contract 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 Contract.

17: The Parents and the Student agree and acknowledge that:

17:1 Personal information of the parents and/or Student collected or held by the College is provided and may be held, used and disclosed to enable the College 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 College believes may be of interest to the Student

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and/or Parents and to enable the College to communicate with the Student and/or Parents for any purpose;

17:2 All personal information provided to the College is collected and will be held by Western Springs College at 100 Motions Road, Western Springs, Auckland 1022, New Zealand, Ph +64 9 8156730, Fax +64 9 815 6740.

17:3 When an offshore or offsite pre-entry English or academic assessment takes place (supervised by the College or the Student's agent), the Student must sit the assessment independently without the assistance of other people, dictionary, textbooks or other reference resources. A similar assessment will be given to The Student during orientation. If the result of the offshore assessment is unreasonably different from that of the onsite assessment and does not reflect the student's actual English language proficiency, the Student/Parents will be considered by the College as breaching of this Contract.

17:4 If the Student/Parents fail to provide any information requested, the College may be unable to process the application.

17:5 When it is disclosed or proven that The Student/Parents fail to provide true information in the application for tuition or cheat in the offshore or onsite pre-entry assessment, the College may consider two options: terminate the Student's tuition accordingly without tuition fees refunded, or allow the Student to withdraw without tuition fees refunded if the withdrawal is requested by the Student/Parent and approved by the College.

17:6 The Student/Parents have the right under the Privacy Act 1993 to obtain access to and request correction or update of any personal information held by the College concerning them, which has not been obtained and available before the Student is enrolled and starts the courses offered.

18: The Parents and the Student agree that the Student shall remain in Homestay accommodation organized by the College and obey the Accommodation Rules. The Parent and the Student agree that any other type of accommodation should be applied for by the Parents/Student, and formally approved or assessed by the College. The College will usually place the Student with a local English-speaking homestay family, but can consider, under certain circumstances, placing the Student with homestay families where host parents can speak both English and the Student's mother tongue.

19: In the case of the Student being in a relationship (boyfriend/girlfriend), the Student and the College will inform the Parents or residential caregivers to ensure the Student's health, safety and wellbeing are maintained.

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