



**BOTANY DOWNS**  
Secondary College

575 Chapel Road  
Howick  
Auckland  
New Zealand

Ph: 64 9 273-2310  
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[www.bdsc.school.nz](http://www.bdsc.school.nz)

## TUITION AGREEMENT

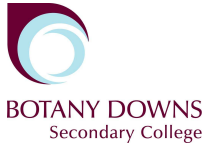
This Agreement shall be signed on behalf of the Student by the parents of the Student.

School: **Botany Downs Secondary College** (“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.
2. The Student shall:
  - 2.1 comply with the rules and policies of the School and with the reasonable instructions of the teachers of the School. Tuition may be terminated if the student fails to comply with the school rules.
  - 2.2 comply with the conditions of their Visa and Student Permit. This includes the requirement to maintain excellent attendance. If a student breaks the terms of the visa/permit, tuition may be terminated, and the New Zealand Immigration Service informed, which may result in the student’s having to leave New Zealand.
3. The parents or guardians of the Student (the “Parents”) authorise staff of the School 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 relating to the Student including bank account details, debt and/or income of the Student;
  - 3.3 provide consents in respect of any activity carried out and authorised by the School;
  - 3.4 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 irrevocably authorise the Principal of the School to advise the Student’s homestay hosts of all matters and information required to be provided to parents of any student under the laws of New Zealand. The Parents irrevocably authorise the School to obtain information regarding the Student from the homestay hosts. The Parents 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.
7. 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.

8. Nothing in this agreement limits any rights the Parents and/or Student may have under the Consumer Guarantees Act 1993.
9. Either party may terminate this agreement at any time upon two weeks' 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").
10. 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.
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. 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.
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. 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.
15. The Parents and the 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, 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 575 Chapel Road, Howick, Auckland; Tel: (09) 273-2310; Fax: (09) 273-8551
  - (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.
16. The Student's level of English (assessed on arrival in NZ) and academic record will be taken into account when determining acceptance and course placement. The Parents accept the right of the School to effect a change of course if this is seen to be in the best interests of the Student.
17. It is understood that the Student will attend regularly. The Parents and designated caregiver guarantee the good behaviour and regular attendance of the Student. Botany Downs Secondary College reserves the right to terminate this agreement and inform NZ Immigration Service if the Student fails to comply with Botany Downs Secondary College attendance requirements.
18. It is understood that this contract is current until the end of the school year in which the Student enrolls and may be renewed yearly subject to the satisfactory performance and attendance of the Student.



## EXECUTION AND ACCEPTANCE OF TERMS

19. We agree that we have disclosed to the college all special educational and health needs of the student prior to the signing of this agreement. We give the college permission to make a decision on the advice of a medical practitioner, in a medical emergency.
20. We acknowledge that this agreement may be terminated by the School if the enrolment of the Student is based upon any false declaration or information provided by the Student or their caregivers. We have read and understood the terms set out in this agreement including the attached schedules and agree to them.

### Parent

Signed ..... Date .....  
(Parent)

Full Name .....

### Designated Caregiver

Signed: ..... Date: .....  
(Caregiver)

Full Name .....

*Botany Downs Secondary 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 Mrs J. Kirkham, International Student Manager, Botany Downs Secondary College, or from the New Zealand Ministry of Education Website at <http://www.minedu.govt.nz>. If there are concerns about a student's treatment then, under the terms of the Code of Practice, the International Students Manager should be contacted in the first instance so that the school's internal grievance procedures can be implemented.*

*Most international students are not entitled to publicly funded health services while in New Zealand. If the student receives medical treatment during their visit, you may be liable for the full costs of that treatment. Full details on entitlements to publicly-funded health services are available through the Ministry of Health, and can be viewed on their website at <http://www.moh.govt.nz>.*

*The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but you may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at <http://www.acc.co.nz>*

The above information is requested in order to provide the school with sufficient information to enable it to make proper contact with parents and to enable the school to comply with such legitimate requests for statistical information as may be required.

This information will not be used for any purposes other than those required by the school. It will not be handed on to any other agency except as may be required by law. The information will be stored appropriately. Parents are advised of their right to see this information at any time. They are encouraged to use their legal right to request that it be updated and corrected should circumstances change. Such changes will be made on receipt of the new information in writing from a parent.



## REFUNDS POLICY FOR INTERNATIONAL STUDENTS

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. The following procedures and guidelines would apply:

**To be eligible for any refund:**

- The parents must apply in writing to the Board of Trustees setting out the special circumstances of the claim. Any refund will be based on the date that the letter of application for a refund is received.

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

Fees will be refunded in full less the administration charge of **\$500**. This includes if a student is not granted a student permit to attend **Botany Downs Secondary College**.

**If the application is made after the start of the course, but before the second half of a course:**

Fees will be refunded less:

- An administration charge of **NZ\$500** (GST inclusive)
- Costs to the school already incurred for tuition
- Components of the fee already committed for the duration of the course
- Specialist fees
- 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

Please Note: No refund will be made:

- where students are asked to leave the school because of misbehaviour, poor attendance or violation of the rules regarding motor vehicles;
- where fees have been paid for less than one whole year.

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

- There will be no refund except under exceptional circumstances. (*See also 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,

**If an international fee-paying student gains residency during the course:**

- No further fees are to be paid and a refund may be made on the unused portion of the prepaid fees. The new resident will then abide by the school enrolment scheme if one is in place. Documentation of residency must be provided within 14 days of it being granted.

**In the event that the Board of Trustees approves a refund, the approved amount may be refunded to the person who paid the fees, or into a bank account number provided in writing by the student's parents.**

**I have read and understood the Refunds Policy.**

.....  
**Signature of Parent**

.....  
**Date**

**Full Name (please print):**  
.....