



**International Student
Agreement to Provide Tuition Services between
Westminster Christian School
and the Applicant/s**

(2019)

Name of Applicant: _____ Surname/Family name: _____
(Parents/Legal Guardian) (Parents/Legal Guardian)

Address of Applicant/s: _____

Home telephone Father: _____ Home telephone Mother: _____

Work telephone Father: _____ Work telephone Mother: _____

Mobile Father: _____ Mobile Mother: _____

Email address Father: _____ Email address Mother: _____

Whereas:

- a. The Applicant/s is the Parent/Legal Guardian of _____
(Student's name)
- b. The Applicant/s has made application for tuition of the student in New Zealand and wishes the student to attend Westminster Christian School.
- c. The Applicant/s is required to confirm that he/she is not a resident of New Zealand and to state their intended length of stay whilst in New Zealand.
- d. Westminster Christian School will agree to enrol the student if the terms and conditions it has set out have been met.

Agree As Follows:

1. Westminster Christian School's obligations

1.1 The school shall:

- a. Provide tuition to the student in accordance with the Education (Pastoral Care for International Students) Code of Practice 2016 (the 'Code') for the recruitment, welfare and support of international students.
- b. Take no responsibility of the student outside school hours. (*Refer to International Student Designated/Appointed Residential Caregiver Agreement*).
- c. Endeavour to ensure the safety, health and well-being of the student but in doing so shall not be liable for:
 - i. Any damage or harm caused to the student or the student's property whilst attending Westminster Christian School.
 - ii. Any damage or harm caused to the student or the student's property at the student's residential address.
 - iii. Any damage or harm caused to the student or the student's property outside of normal school hours.

2. Applicant's obligations

2.1 The Applicant shall:

- a. Pay to the school the tuition fees in the manner agreed to by both parties.
- b. Provide the school with academic, medical and other information relating to the student in English.
- c. Provide a copy of the student's passport, medical and travel insurance in English.

3. Authorisations

3.1 The Applicant/s hereby irrevocably appoints and authorises the Principal of Westminster Christian School (or such other person as may be appointed by the Board of Trustees of the school to:

- a. Receive information from any person, authority or corporate body that concerns the student including, but not limited to, medical, educational or welfare information.
- b. Provide consent for activities carried out and authorised by the school.
- c. Provide consent in the event of the student requiring emergency medical care, where it is not reasonably practical to contact the Applicant/s first.
- d. Provide information to the student's designated caregiver where applicable.
- e. Ensure the student complies with school rules and its policies as set down by Westminster Christian School's Board of Trustees.
- f. Receive all information required to complete this application procedure.

4. Limitation of Liability

4.1 In no event, shall Westminster Christian School's liability, exceed the amount equal to the amount of tuition fees paid by the Applicant/s.

5. Termination

- 5.1 a. Either party may terminate this agreement.
 b. Upon termination of this agreement, a refund will only be made in accordance with Westminster Christian School's policy on 'Refund Conditions for International Students' (Refer to WCS Policies No:42 & 51 and the International Student Information Handbook p.10).

6. Miscellaneous

- 6.1 *Force Majeure*: Neither party shall be in default or in breach of their obligations under this agreement in the event of force majeure. Force majeure means an event beyond the reasonable control of either party.

- 6.2 *Governing Law*: The agreement shall 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, 1996, within New Zealand and waive any objection to proceedings, in any such court or forum, constituted under the Arbitration Act, 1996, within New Zealand on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

6.3 *Entire Agreement*:

- a. The entire agreement shall consist of the:
- i. International Student Application for Enrolment Form.
 - ii. Agreement to Provide Tuition Services between Westminster Christian School and the Applicant/s, including any schedules annexed thereto.
 - iii. Indemnity Document for a Student living with a Designated Caregiver.
 - iv. International Student Designated/Appointed Residential Caregiver Agreement.
 - v. International Student Information Form.
 - vi. International Student Information Handbook (p. 19)
 - vii. Cybersafety User Agreement for Westminster Christian School Students
 - viii. WCS Policy No 51 (attached)**
 - ix. Summary Statement of Faith
- b. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
- c. The terms of this agreement may be changed at any time by the school and any such change in terms shall be notified to the Applicant in writing.

7. The Privacy Act (1993)

7.1 The Applicant/s acknowledges that:

- a. Personal information of the Applicant/s and/or student collected by the school may be held, used and disclosed to third parties to enable the school to:-
 - i. Communicate with the student and/or Applicant/s for any purpose;
 - ii. Provide tuition to the student;
 - iii. Provide the student and/or Applicant/s with advice and information concerning products and services the school believes may be of interest to the student and/or Applicant/s; and
 - iv. Process the application for tuition.
- b. Failure to provide any information requested (*Refer 6.3 Entire Agreement p.3*) may result in the school being unable to process the application.

7.2 The student/applicant/s has the right under the Privacy Act 1993, to obtain access to, and request corrections of their personal information held by the school.

Signature of Applicant/s:

Signature for Westminster Christian School:

Date:

_____/_____/_____