



Browns Bay School

EFFORT BRINGS REWARD

International Student Tuition Agreement (2024)

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

Browns Bay School ("the School") and the Student's Parents.

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 **\$14,115.00** (incl gst)
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 of the Student ("the Parents") authorize 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 Provide consents in respect of any activity carried and authorized by the School and
 - 3.3 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 authorize the International Student Teacher to advise the Student's caregiver of all matters and information required to be provided to parents of any student under the laws of New Zealand.
5. The Parents 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. Any non-disclosure of medical or behavioural concerns may result in the enrolment being terminated.
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 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.
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 Consumers Guarantee Act 1993.

9. Either party may terminate this agreement upon two weeks written notice being given by either party. If the agreement is terminated the Refunds Policy for International students shall apply.
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 exclude or suspend the Student for a specified period of time shall terminate this agreement and the Refunds Policy shall apply. The Parents shall have no claim for 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 obligation under this agreement to the extent that the failure was caused by an "act of God" or any major circumstance beyond its reasonable control.
12. 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.
13. Notice given under this agreement must be in writing and given to the addresses set out in the application forms. Those sent by mail shall be deemed to have been received five working days after posting.
14. This agreement contains all of the terms, representations and warranties made by the parties and supersedes all prior discussions and agreement covering the subject matter of this agreement.
15. The Parents and Student acknowledge that:
 - a) Personal information of the Parent 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 to the Student, 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 at the School at Browns Bay School, Masterton Road, Browns Bay, Auckland. Phone (09) 479-4301
 - c) If the Student/Parent fail to provide any information requested in the application for tuition, the School may be unable to process the application;
 - d) The Student/Parent have the right under the Privacy Act 993 to obtain access to and request corrections of any personal information held by the School concerning them.
16. The Parents and Student agree that the Student shall live with the Parent listed on the Student Enrolment Form for the term of this agreement.

Parents' Declaration

Specific to International Students –

- *My child will be living with one of his/her parents for the duration of his/her study at Browns Bay School as an International Student. I understand that I cannot leave my child in NZ without a parent while he/she is enrolled at Browns Bay School.*
- *I have received a copy of the school prospectus.*
- *I understand the school's policy regarding refunds.*
- *I understand that if my child gains domestic status, we will be required to living within the Browns Bay School zone.*
- *I have been informed about the [Code of Practice for the Pastoral Care of International Students](#) and understand that I can access it at*
- *I have been informed about costs involved in studying at Browns Bay School.*
- *I will inform the school if there are any changes to the details on the application.*
- *I have provided true and accurate information regarding my child's health, medical and any special learning or behavioural needs.*
- *I understand that, should I have any complaints regarding Browns Bay School, I will first follow the school's normal procedures. If I then feel my complaint has not been dealt with, I am able to engage a [Dispute Resolution Scheme mediator](#).*

General –

- *I give permission for my child to attend all approved educational visits and trips.*
- *I give permission for my child's image and/or work to be reproduced on school online spaces (Please note, no identification or personal detail of individual students will be released without permission)*
- *As Parent/Caregiver of this student I have read the [Terms and Conditions for ICT use on school owned devices and internet access](https://www.brownsbay.school.nz/index.php/teaching-learning/elearning), and have discussed these with my child. I further understand that ICT use and Internet access may be limited and/or suspended if the Terms and Conditions of the Agreement are breached. Please read full ICT Agreement on our website <https://www.brownsbay.school.nz/index.php/teaching-learning/elearning>.*
- *I agree to abide by all Board of Trustees school policies.*
- *I give authority to the Principal to act on my behalf in any medical emergency*

- I am signing this enrolment document, declaring that all information given is true and correct.
- I understand that the information provided may be used for school based activities such as class trips, in-school educational programmes eg Life Education and Inter-School competitions/visits.
- I understand the information may be passed to other agencies who work with the school for educational purposes.
- I understand my child's records will be passed to subsequent schools.
- I declare that all information given is true and correct. I understand that the information provided may be used for school based activities and be passed to other agencies who work with the school for educational purposes. I understand my child's records will be passed to subsequent schools.

Parent Name: _____

Signed: _____

Date: _____

School Representative Name : _____

Signed: _____

Date: _____