



AUCKLAND GRAMMAR SCHOOL  
Founded 1869

## International Student Programme Tuition Agreement

**Between:**

Auckland Grammar School ("the School") and

\_\_\_\_\_ ("the Student") and

\_\_\_\_\_ ("the Parents", being the parents or guardians of the Student)

1. (a) The School shall provide tuition to the Student in accordance with the New Zealand Code of Practice for the Pastoral Care of International Students and the laws of New Zealand in return for an annual fee of NZ\$20,000.00 (including GST).  
(b) The annual fee shall be paid to the School upon the issue of an offer of place.
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 or guardians of the Student ("the Parents") authorise staff of the School to receive or provide:
  - 3.1 information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational and welfare information;
  - 3.2 financial information relating to the Student including bank account details, debt and/or income details of the Student;
  - 3.3 consents in respect of any activity carried out and authorised by the School; and
  - 3.4 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 Headmaster of the School to advise the Student's homestay hosts and guardian 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 or guardian. The Parents agree to appoint the homestay hosts and/or guardian as their agents in New Zealand to receive and provide 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. 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 the annual fee paid by the Student for the provision of the services (in the year) in respect of which liability arises.
8. Nothing in this agreement limits any rights the Parents and/or the Student may have under the Consumer Guarantees Act 1993.
9. Either party may terminate this agreement at any time upon four 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. The parents and the Student acknowledge that the Student will be subject to the normal discipline procedures applying to all students at the School. These are summarised in Schedule 2 attached. Grievance procedures are summarised in Schedule 3 attached.
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. 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. Notices given under this agreement must be in writing and given by post, facsimile or email transmission to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 5 working days after posting. Those sent by facsimile or email transmission shall be deemed to have been received the day after successful transmission.
14. 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.
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 Private Bag 99930, Newmarket, Auckland, New Zealand, Phone + 64 9 623 5400, Fax + 64 9 623 5418;
  - (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 Parents and the Student agree that the Student shall remain in homestay accommodation that is organised by the School for the term of this agreement, unless the Student is living in Auckland with a member of his immediate family, i.e. his mother, father, aunt, uncle, or accommodation privately arranged with an adult caregiver.
17. The Parents and the Student agree that the Student will have full medical/travel insurance for the duration of his time at Auckland Grammar School. Failure to do so will jeopardise the terms of this agreement.
18. The Parents of the Student agree and acknowledge that if any of the information contained in the Application for Enrolment at Auckland Grammar School is untrue or misleading, then Auckland Grammar School reserves the right to dismiss the Student from the School.
19. Unless terminated in accordance with the terms of this agreement or of the Code of Practice for Pastoral Care, this agreement shall renew each year during the course of the Student's tuition, upon payment by the Student of the annual fee fixed by the School for the ensuing year (to be paid in the final term of the current year) and otherwise on the same terms and conditions.

## EXECUTION

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

Signed for and on behalf of the  
Auckland Grammar School  
Board of Trustees

\_\_\_\_\_  
(Authorised signatory)

\_\_\_\_\_  
(Date)

Signed: \_\_\_\_\_  
(Student)

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

Signed: \_\_\_\_\_  
(Parent/Guardian)  
(Please strike out which does not apply)

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

Please also initial the attached schedule.

### Note:

- (i) The Code of Practice for the Pastoral Care of International Students is available on request or from: <http://www.minedu.govt.nz>.
- (ii) Before signing, the Student and Parents are advised to have the terms of this agreement explained and interpreted by a competent counsellor of the same ethnicity as the Student and Parents.
- (iii) 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>.
- (iv) Note: Students MUST be able to provide evidence of their medical and travel insurance and the signatory MUST keep a record of the type of cover each student has.
- (v) Most International Students are not entitled to publicly funded health services while in New Zealand. If you receive medical treatment during your 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>.
- (vi) 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://acc.co.nz>.



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## Refunds Policy for International Students

1. In order to be eligible for any refund the parent or legal guardian must apply in writing to the Board setting out the special circumstances of the claim.
2. If the withdrawal is prior to the Student coming to New Zealand the fees paid will be refunded in full minus a \$500 administration fee. If the Student wishes to withdraw after arriving in New Zealand and commencing the subject, course or programme, no refund will be made except where the Student returns home due to serious illness of the Student or because of a death or serious illness of a close family member. In that event the refund will be calculated in accordance with paragraph 3.
3. Where the Student withdraws from a subject, course or programme at the School and is eligible to receive a refund in accordance with paragraph 2 above, the Board may refund to the person who paid the fees in respect of the subject, course or programme any amount of the fees it thinks appropriate but any such amount will not exceed the sum of the following amounts:
  1. the Board's best estimate of the cost to the School of providing tuition in the subject, course or programme for one student up to that time;
  2. an amount that in the Board's opinion reflects the use made by one student in the subject, course or programme of the School's capital facilities;
  3. the appropriate proportion of the amounts paid by the Board in respect of foreign students; and
  4. all other fees prescribed by the Board.

**Please note that all refunds are entirely at the Board's discretion. No refunds will be made:**

- where students are asked to leave the School because of misbehaviour, poor attendance or violation of the School rules, including those regarding motor vehicles.
- where students wish to transfer to another school for whatever reason.
- where students return home for any reason other than the student's serious illness or the serious illness or death of a close member of the family.
- where a student's visa/permit status changes after having enrolled at the School.

## Schedule 2

# Disciplinary Referral Procedures

### 1. CRIMINAL

Theft, burglary, thuggery, drugs, alcohol, vandalism, arson  
Referred to Deputy Headmaster or Headmaster

### 2. SERIOUS SCHOOL OFFENCES

#### (a) Truancy

If first offender or period skipping or lunchtime bunking  
Referred to Deputy Headmaster and Dean  
Parents are contacted and time truanted is made up in boy's own time.  
No co-curricular activity or other privileges until cleared.  
A repeated truancy - interview with parent, Dean and Deputy  
Headmaster.

#### (b) Smoking, incorrigibility in respect of flouting school rules

Interview by Dean and Deputy Headmaster

### 3. CLASSROOM OFFENCES

(a) Situations where Classroom Master's authority is persistently challenged.  
Classroom teacher → Head of Department → Dean  
Dean to take appropriate action - daily or weekly report (parent contact)

(b) Grounds and Hall offences  
Where a Grounds Duty Master's authority is persistently challenged  
Boy to be placed on litter duty after school. Referral to the Deputy  
Headmaster

### 4. WEEKLY REPORT PROCEDURE

- |                |   |
|----------------|---|
| 8.30 am Friday | - Boy collects report from Form Dean  |
| During Friday  | - Boy takes report to each of his Masters at the end of each period for written comment and any grades, test or assignment marks etc. |
| 3.15pm Friday  | - Boy reports with report to Dean   |
| 3.20 pm Friday | - Boy reports with report to Deputy Headmaster  |
|                | - Boy then takes report home for parent(s) to read and comment on.  |
| 8.30am Monday  | - Boy waits by Dean's Room with report which is filed by Dean.  |

## Schedule 3

# GRIEVANCE PROCEDURES

The following grievance procedures will operate for international students attending the School.

### 1. Disciplinary Matters

If a student has concerns about the way in which a disciplinary matter has been handled, then the student should discuss his concerns with the Director of International Students. If the student is dissatisfied with the resolution proposed by the Director of International Students, then the matter may be referred to the appropriate Dean, or to the Deputy Headmaster. An ethnic counsellor will be available if required.

### 2. Academic Matters

Concerns should be brought to the attention of the subject master. Failing satisfactory resolution, the concerns may be referred to the relevant Head of Department, and then to the Deputy Headmaster. The Director of International Students will be advised of issues raised and the resolution of these.

### 3. Ethnic Matters

Matters of this nature will be handled by the Director of International Students, with advice as necessary from an ethnic counsellor.

Should the above internal grievance procedures not result in a satisfactory resolution of concerns then the student should contact the Ministry of Education who will refer the matter to an independent International Education Appeal Authority who will give a hearing to both parties, and may recommend remedial action that will then be binding on both parties.