

If St Margaret's College accepts the student named in the Application for Enrolment for tuition in New Zealand, the following terms and conditions shall apply:

1. The school shall provide tuition in accordance with the New Zealand Ministry of Education (Pastoral Care of International Students) Code of Practice 2016:
From (date from the day tuition commences): _____
To (date from the day that your daughter's tuition at St Margaret's College finishes): _____
2. The school shall approve designated care in the boarding house if required in accordance with the New Zealand Ministry of Education (Pastoral Care of International Students) Code of Practice 2016. This agreement is subject to the student being placed in accommodation that is approved by the school. The school will make every reasonable attempt to provide approved accommodation for the student and the students agrees to comply with all expectations and conditions for living in school approved accommodation.
3. The parents or care-givers of the student who have signed the application for tuition on behalf of the student ("parents") irrevocably appoint and authorise the Principal of the school (or such other person as may be appointed by the school to carry out the Principal's duties) to:
 - 3a. Receive information from any person, authority or corporate body concerning the student including, but not limited to, medical, educational or welfare information;
 - 3b. Provide consents in respect of any activity carried out and authorised by the school;
 - 3c. Receive financial information relating to the student, including bank accounts or income of the student while in New Zealand;
 - 3d. Provide consents that may be necessary to be given 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 or care-givers agree to provide the school with academic, medical and any other information relating to the well being of the student, as may be requested from time to time by the school.
5. The school shall use its best endeavours to ensure the safety, health and well being of the student but shall not be liable for:
 - 5a. Any damage or harm caused to the student or the student's property arising out of the student's residential care-giver (whether or not such residential care-giver was arranged by or through the school);
 - 5b. Any damage or harm caused to the student or the student's property while attending the school unless the harm was as a result of gross negligence on the part of the school;
 - 5c. Any damage or harm caused to the student or the student's property outside of normal school hours and in the case of student's property, shall not be responsible for any damage to such property that may occur outside the school's premises.
6. Without restricting clause 5, but subject to clause 7, the school's liability in relation to the supply of services to the parent is limited to the amount of fees paid by the parent or care-giver for the provision of the services in respect of which liability arises.
7. Nothing in this agreement limits any rights the parents or care-givers and/or student may have under the Consumer Guarantees Act 1993.
8. Either Party may terminate this agreement at any time upon one term's written notice. If the agreement is terminated the refunds policy for international students shall apply.
9. It is acknowledged that the suspension, expulsion and exclusion of students provisions as set out in Part 11 of the Education Act 1989 shall apply to the student in New Zealand. Any decision under these provisions to expel or exclude the student shall terminate this agreement and the refunds policy shall apply. The parents or care-givers shall have no claim in damages or for any compensation if this agreement is terminated in these circumstances.
10. Neither party shall be in default or in breach of their obligations under this agreement to the extent that the performance of these obligations is prevented by an event of force majeure. Force majeure means an event beyond the reasonable control of the party seeking to rely on force majeure.

11. This agreement shall be constructed and 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 parents or care-givers irrevocably submit to the jurisdiction of the courts of New Zealand, agree that proceedings may be brought before any court including any forum constituted under the Arbitration Act 1908 within New Zealand and waive any objection to proceedings in any such court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
12. The parents or care-givers agree that the student will comply with school rules and policies including the school rules for international students and guarantee the good behaviour of the student in New Zealand.
13. 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 5 days after posting.
14. This agreement shall consist of the application for tuition, and accommodation. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the agreement may be changed by the school in writing to the parents or care-givers and shall continue in force while the student is enrolled with the school.
15. The parents or care-givers acknowledge that:
 - 15a. Personal information of the parents or care-givers 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 accommodation to the student, provide to the student and/or parents or care-givers advice or information concerning products and services the school believes may be of interest to the student and/or parents or care-givers and to enable the school to communicate with the student and for parents or care-givers for any purpose;
 - 15b. All personal information provided to the school is collected and will be held by the school at 12 Winchester Street, Merivale, Christchurch. Phone (03) 379 2000, Fax (03) 365 5748.
 - 15c. If the student/parents or care-givers fail to provide any information requested in the application for tuition, the school may be unable to process the application.
 - 15d. The student/parents or care-givers 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.

The students/parents or care-givers authorise the school to obtain at any time from any person or entity any information it requires to process and/or accept the application for tuition or to perform or complete any of the other purposes under this agreement. The parents or care-givers authorise any such person to release to the school any personal information that person holds concerning the student/parents or care-givers.
16. The conditions in this tuition agreement apply for the whole of the time the student is enrolled at St Margaret's College. Because all the conditions of enrolment will be strictly enforced, including the refunds policy, please do not accept an offer of a place at St Margaret's College unless you have a clear understanding of these conditions.

Execution

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

Signed: _____ Date: _____

Full Name: _____ Relation to Student: _____

Executive Principal: _____ Date: _____

International students must have a designated care-giver in Christchurch who can be contacted at all times. Their role is to advocate for the student and uphold her general well being and welfare as would a parent. (Please see insert document **Responsibilities of Designated Care-givers of International Students at St Margaret's College** included.) If a student doesn't have an appointed designated care-giver, the school will arrange for a suitable person to fulfil this role.

My daughter _____ is enrolled at St Margaret's College in 20_____

As the parent/care-giver of _____ I appoint:

Name: _____ Relationship to Student: _____

Passport Number: _____ Visa Details: _____

Address: _____

Phone: (home) _____ (work) _____ (mobile) _____

Email: _____

as designated care-giver while my daughter is attending St Margaret's College.

Termination of this Appointment.

Notice of 28 days must be given by either party if this appointment is to be terminated.

Signed:

Mother: _____ Date: _____

Father: _____ Date: _____

Student: _____ Date: _____

Guardian: _____ Date: _____

Appointment of Residential Care-giver

The responsibility for providing residential accommodation which is beyond the campus of the school, lies with the parents of the students

(To be completed when a student is not living in accommodation provided by St Margaret's College.)

(Please see insert document **Residential Care-giver Agreement** included.)

Student's Full Name as appears on Passport: _____

Preferred Name: _____

I wish my daughter to live with the following residential care-giver:

Full Name/s: _____

Address: _____

Phone: (home) _____

(work) _____

(mobile) _____

Email: _____

Relationship to Student (e.g.. mother's sister): _____

Occupation: _____

New Zealand Immigration Status: _____

I understand that St Margaret's College must approve and monitor this placement to ensure the welfare of my child.

I undertake that my child will not leave this accommodation unless it is to enter a living arrangement approved by St Margaret's College.

I take full responsibility for the placement of my child in this accommodation and full responsibility for the on-going welfare of my child in this home.

Termination of Appointment.

Notice of 14 days must be given if this Appointment is to be terminated.

Signed:

Mother: _____

Date: _____

Father: _____

Date: _____

(Follow up this form with the International Dean regarding the signing of a specific Residential Care-giver Agreement.)