



# Canterbury International College

## Tuition Agreement

This agreement shall be signed on behalf of the student by the parents where that student is under 18 years of age.

**College: Canterbury International College (the College)**

**Student: ..... (the Student)**

1. The College shall provide tuition to the Student in accordance with the NZ Ministry of Education Code of Practice and the laws of New Zealand in return for an annual fee set out in the college publication "Information for International Students".
2. The Student shall comply with the rules and policies of the College and with the reasonable instruction of the teachers of the college.
3. The parents of the Student ("the Parents") and the student authorize the college to:
  - \* Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational and welfare information.
  - \* Receive financial information relating to the Student including bank details, debt and or income details.
  - \* Provide consents in respect of any activity carried out or authorized by the College; and
  - \* Provide necessary consents on the Student's behalf in the event of a medical emergency where it is not practicable to contact the Parents.
4. The Parents and the student agree to provide the College with academic, medical or other information relating to the well-being of the Student as may be requested from time to time by the College.
5. The College shall use its best endeavours to ensure safety, health and well-being of the Student but shall not be liable for damage or harm caused to the Student or the Student's property. In an emergency, outside of College hours, student can contact staff at: 021-1539536.
6. In any event, the College'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 services in respect of which liability arises.
7. Nothing in this agreement limits any rights the Parents and/or Student may have under the Consumer Guarantees Act 1993.

8. Either party may terminate the agreement at any time upon two weeks notice being given to the other party. If the agreement is terminated the refunds policy for international students as outlined in Schedule I will apply. ("Refunds Policy")
9. It is acknowledged that all relevant provisions of the Education Act 1989 shall apply to the Student in NZ. 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 for damages or for any compensation if the agreement is terminated in these circumstances.
10. 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 natural power or other circumstances beyond its reasonable control.
11. This agreement shall be constructed and take effect as a contract made in NZ and will be governed by NZ law and the Student and Parents submit to the exclusive jurisdiction of NZ law.
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 5 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. The Parents and student shall acknowledge that:
  - a) Personal information of the Parents and/or Student collected or held by the College is provided and may be held, used and disclosed to enable the College to process the application for tuition, provide tuition, and provide to the Student and/or Parents advice or information concerning products and services the College believes may be of interest to the Student and/or Parents and enable the College to communicate with the Student and/or Parents for any purpose.
  - b) All personal information provided to the College is collected and will be held at the College at  
**62 Ferry Rd, Christchurch, NZ.**  
**Phone: 03-3770839**  
The student agrees to allow CANIC to release his/her information to the NZQA or the MOE.
  - c) If the Student / Parents fail to provide any information in the application for tuition, the College 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 College concerning them.

**15. Refund Policy (International Student only)**

**Course less than three months:**

- Course less than five weeks: the student may withdraw up until the end of the **second day** and receive a refund of at least 50 per cent of any fees paid.
- Course more than five weeks: the student may withdraw up until the end of the **fifth day** and receive a refund of at least 75 per cent of any fees paid.

**Course more than three months:**

The student may withdraw up until the end of the **tenth working day**. The student is entitled to receive a full refund less a deduction for costs incurred by the PTE, up to a maximum of 25 per cent of fees paid. The PTE must be able to justify the deduction, and the student has the right to lodge a complaint with the IEAA if they believe the amount deducted was not justified.

**PTE Refund Policy**

Requests for withdrawals must be made in written form, stating the special circumstances of the claim. In arriving at its decision, the principal will take into consideration any special circumstances of the student and:

- Costs already incurred by the Directors of the College.
- The salaries of the teachers and support staff and any components of the fee already committed for the duration of the course.
- An amount, which covers use of the facilities and resources to date of withdrawal.

**NB:** If the students withdraw from the College, then the NZIS will be notified.

**Execution**

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

Student's Signature: ..... Date: .....

Signature: ..... Date: .....

**Guardian/Parents**, (if the student is under 18 years of age.)