

BELMONT PRIMARY SCHOOL

Accommodation Indemnity Form

STUDENT'S NAME:.....

I/We, the parents/legal guardians of the above student, who is under the age of eighteen, have selected accommodation for him/her with :

NAME

ADDRESS

.....

.....

RELATIONSHIP

PHONE

Who will act as his/her designated caregiver. In doing so I/we take full responsibility for the placement and ongoing welfare of the student by this designated caregiver. I/we accept that this indemnifies Belmont Primary School against any issues or actions that might result from this placement.

I/we also agree to notify Belmont Primary School should the arrangement change.

Signed(Parent)

Name(Date)

In turn the School agrees to visit the home to determine the living conditions are of an acceptable standard and to meet the designated caregiver and establish communication with the caregiver. Regular contact will be kept with the student to ensure the accommodation arrangement above is suitable.

<u>OFFICE USE ONLY</u>	
Signed	Date
.....	

Belmont Primary School has agreed to observe and be bound by the conditions of THE CODE OF PRACTICE FOR THE PASTORAL CARE OF INTERNATIONAL STUDENTS.

BELMONT PRIMARY SCHOOL

Contractual Agreement

**AGREEMENT TO PROVIDE TUITION SERVICES
BETWEEN
BELMONT PRIMARY SCHOOL AND THE APPLICANT**

Name of Applicant

Address of Applicant
.....
.....

WHEREAS

- A. The Applicant is the Parent/Guardian/Agent of
.....(the student)
- B. The Applicant has made application for tuition of the Student in New Zealand and wishes the Student to attend the School.
- C. The Applicant confirms that he/she is not resident in New Zealand and agrees to advise the School of the days present in New Zealand.
- D. The School has agreed to enrol the Student upon and subject to the terms and conditions hereinafter set out.

NOW THIS AGREEMENT WITNESSES and is hereby agreed and declared as follows:-

1. SCHOOL'S OBLIGATIONS

- 1.1 The School shall:-
 - a) Provide tuition to the Student in accordance with the New Zealand Ministry of Education Code of Practice for the recruitment, welfare and support of international students.
 - b) Have no responsibility for the Student outside school hours.
 - c) Use its best endeavours to ensure the safety, health and well-being of the Student and in doing so shall not be liable for:
 - i) Any damage or harm caused to the Student or the Student's property while attending the School.
 - ii) Any damage or harm caused to the Student or the Student's property arising out of the Student's home/stay address.
 - iii) Any damage or harm caused to the Student or the Student's property outside of normal school hours. In the case of the Student's property, shall not be responsible for any damage to such property that may occur outside the School's premises.

2. APPLICANT'S OBLIGATIONS:

- 2.1 The Applicant shall:
 - a) Pay to the School the tuition fee in the manner agreed to by both parties.

- b) Provide the School with such academic medical or other information relating to the well-being of the Student as may be requested from time to time by the School.
- c) Provide proof of Medical and Travel Insurance.

3. AUTHORISATIONS

- 3.1 The Applicant hereby irrevocably appoints and authorises the Principal of the 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 concerning the Student including, but not limited to, medical, educational or welfare information.
 - b) Provide consents in respect of any activity carried out and authorised by the School.
 - c) Receive financial information relating to the Student including bank accounts, debts or income of the Student while in New Zealand.
 - d) 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 practical to contact the Applicant.
 - e) If applicable, advise the Student's New Zealand guardian of all matters and information required to be provided to parents of any student and agree to appoint the guardian/caregiver as their agents in New Zealand to receive such information in substitution for the Applicant.
 - f) To take whatever steps are necessary to ensure the Student complies with School rules and policies set down by the School.
 - g) To obtain at any time from any person or entity any information required to process and/or accept the application for tuition or to perform or complete the School's various obligations under this agreement.

4. LIMITATION OF LIABILITY

- 4.1 In no event shall the School's liability exceed an amount equal to the amount of tuition fees paid by the Applicant.

5. TERMINATION

- 5.1
- a) Either party may terminate this agreement upon one month's written notice.
 - b) Upon termination of this agreement, refunds will be made in accordance to Policy.

6. MISCELLANEOUS

- 6.1 **Force majeure:** Neither party shall be in default or in breach of their obligations under this agreement to the extent that the performance of those 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 the force majeure.
- 6.2 **Governing Law :** This 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 1908 within New Zealand and waive any objection to proceedings in any such court or forum constituted under the Arbitration Act 1908 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) This agreement shall consist of:
 - i) the application for tuition in New Zealand;
 - ii) the Tuition Agreement including any Schedules annexed thereto.
- 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 in writing to the applicant and any such change in terms shall be notified to the Applicant in writing.

7. THE PRIVACY ACT

7.1 The Applicant acknowledges that :

- a. Personal information of the Applicant and/or Student collected by the School and may be held, used and disclosed to third parties to enable the School to:-
 - i) process the application for tuition;
 - ii) provide tuition to the Student;
 - iii) arrange homestay services for the Student;
 - iv) provide the Student and/or Applicant with advice or information concerning products and services the School believes may be of interest to the Student and/or Applicant; and
 - v) to enable the School to communicate with the Student and/or Applicant for any purpose.
- b. All personal information provided to the School will be held by the School.
- c. Failure to provide any information requested in the application for tuition may mean the School is unable to process the application.

7.2 The Student/Applicant has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.

SIGNATURE OF APPLICANT.....

DESIGNATION of Applicant (circle) Parent Guardian Agent

SIGNATURE FOR BELMONT PRIMARY.....

DESIGNATION

DATE:.....