



# International college of Auckland Student Agreement

The Applicant

Name of Applicant: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

1. The Applicant is: (the prospective student known from henceforth on as the 'Student')  
\_\_\_\_\_
2. The Applicant has made application for tuition as a Student in New Zealand and wishes to attend International College of Auckland.
3. International College of Auckland, has agreed to enrol the Student upon and subject to the terms and conditions hereinafter set out.

## International College of Auckland's Obligations

4. International College of Auckland, will comply with all relevant provisions of the Act in their dealings with international students.'
  - 4.1 International College of Auckland, shall provide tuition in accordance with that accorded to domestic students
  - 4.2 International College of Auckland, shall establish and maintain a fee protection policy to safeguard fees paid by international students.
5. International College of Auckland, will observe and be bound by the Ministry of Education's Code of Practice for the Pastoral Care of International Students ("the Code"). Copies of the Code are available on request from International College of Auckland or from the Ministry of Education website at <http://www.minedu.govt.nz/goto/international>
  - 5.1 All contractual and financial dealings between signatories or their agents and international students must be conducted in a fair and reasonable manner.
  - 5.2 All contractual and financial arrangements between signatories and/or recruitment agents on the one hand and international students on the other hand must be recorded in writing, and international students must be given a copy of any agreement they are a party to.

- 5.3 Signatories must have a fee protection policy to safeguard fees paid by international students.
- 6 International College of Auckland, will only accept International Students aged 18 years of age and over.
- 6.1 International College of Auckland, will have limited responsibility for the Students outside International College of Auckland's hours with the exception of International College of Auckland, events for student and if the student requires additional support or is believes they are in an unsafe living situation.
- 7 International College of Auckland,shall use its best endeavours to ensure the safety, health and well-being of the Student but shall not be liable for:
- 7.1 Any damage or harm caused o the Student or the Student's property while attending International College of Auckland,
- 7.2 Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation
- 7.3 Any damage or harm caused to the Student or the Student's property outside normal College hours. In the case of the Student's property, shall not be responsible for any damage to such property that may occur outside IT Training and Language Centre, premises.
- 8 International College of Auckland,shall arrange accommodation for international students aged 18 years and over and ensure that applicable provisions are observed for:
- 8.1. homestay accommodation, private boarding establishments, temporary accommodation for students,
- 8 2 Carry out police vets as prescribed in the Code
- 8.3 Where it is believed on reasonable grounds that any international student is unable to protect him or herself against significant harm or exploitation and/or unable to adequately safeguard his or her personal welfare and IT Training and Language Centre,documents, then IT Training and Language Centre, will meet and communicate regularly with such students; determine whether it is appropriate to communicate with next of kin of such students, and communicate regularly with appropriate persons, ensure that the principles of the Privacy Act 1993 are complied with, liaise with other agencies if necessary for the care and support of such students, determine the living circumstances of such students and provide assistance or appropriate referral if the student is not considered to be living in an appropriate situation.
- 9 International College of Auckland, shall inform the student of course requirements and follow up the event that a student ceases attendance before the course completion.

- 9.1 Discussion and support will be offered to the Student.
- 9.2 Two warnings will be given in writing outlining attendance requirements and outcome should the student not comply with the required 80% of attendance.
- 9.3 International College of Auckland, will abide by the Immigration Act 1987 and follow the procedures set out in the New Zealand Immigration Service (NZIS) guidelines and advise NZIS immediately using the NZIS electronic form if a students enrolment has been terminated.

#### The Applicant's Obligations

10. The Applicant will agree to:
  - 10.1 Pay to International College of Auckland, the tuition fees in the manner agreed to by both parties
  - 10.2 Agree to provide International College of Auckland, upon enrolment and thereafter with academic, medical or other information relating to the additional needs and the well-being of the Student.
  - 10.3 The student will accept and abide by International College of Auckland's rules and all instructions given by members of staff.
  - 10.4 The student will attend the Centre on all occasions when it is open unless prevented by illness or other urgent cause.

#### Authorisations

11. The Student who has signed the application for tuition irrevocably appoint and authorise the Principal of International College of Auckland, (or such other person as may be appointed by the Board of Trustees of International College of Auckland,) to:
  - 11.1 Hold the following information relating to the above named student:
    - Contact details
    - Current address
    - Accommodation type
    - Accommodation Assessment (if available)
    - Passport and permit details (photocopy of title page and current permit)
    - Full names and emergency contact addresses and/ or next of kin for students
12. International College of Auckland will
  - 12.1. Notify the New Zealand police if International College of Auckland, believes an international student has been or is likely to be ill-harmed, abused or neglected.
  - 12.2 Provide consent that if it is determined that the Student is unable to protect him or herself against significant harm and or be unable to adequately safeguard him or her personal welfare and it is considered appropriate, the

emergency contact person or next of kin of the Student will be contacted. In this event International College of Auckland, will ensure that the principles of the Privacy Act are complied with.

12.3 If applicable in an emergency, advise the Student's contact or Next of Kin of all matters and information.

13 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 International College of Auckland's various obligations under this agreement. The Applicant authorises any such person to release to International College of Auckland, and personal information that person holds concerning the Student/Applicant.

14. Limitations of Liability

14.1 In no event shall International College of Auckland's liability exceed an amount equal to the amount of tuition fees paid by the Applicant.

15. Termination

15.1 Either party may terminate this agreement with 5 (five) days written notice

15.2 Upon termination of this agreement, refunds will be made in accordance with International College of Auckland's Refund Policy.

16. Miscellaneous

16.1. Nothing in this agreement limits any rights the Applicant may have under the Consumer Guarantee Act 1993

17 It is acknowledged that the stand-down, suspension and exclusion of students provisions as set out in Part II of the Education Act 1989 shall apply to the Student in New Zealand. Any decision under these provisions to stand-down, suspend or exclude the Student shall terminate this agreement and the refunds policy will apply. The Student will have no claim for damages for any compensation if this agreement is terminated in these circumstances.

18 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 force majeure.

19 Governing Law: This agreement shall be construed 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 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.

#### Entire Agreement

- 20 This agreement shall consist of:
- 20.1 The application for tuition in New Zealand
  - 20.2 The Tuition Agreement including any Schedules annexed thereto (including the refund and fee protection policies and the International Student Information Booklet).
- 21 This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
- 22 The terms of this agreement may be changed at any time by International College of Auckland, in writing to the applicant and any such change in terms shall be notified to the Applicant in writing.
- 22.1 Notices given in writing will be given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 5 (five) days after posting.

#### The Privacy Act

- 23 The Applicant acknowledges that:
- 23.1 Up to date and accurate contact information for safety reasons must be provided upon enrolment and thereafter at all times by the student.
  - 23.2 Personal information of the Student collected by International College of Auckland, and may be held, used and disclosed to third parties to enable International College of Auckland to:
    - Process the application for tuition
    - Provide tuition to the Student
    - Provide the Student with advice or information concerning products and services International College of Auckland believes may be of interest to the Student;
    - To communicate with the Student for any purpose.
  - 23.3 All personal information provided to International College of Auckland will be held securely by International College of Auckland.
  - 23.4 Failure to provide any information in the application for tuition may mean International College of Auckland is unable to process the application.
  - 23.5 The Student has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by International College of Auckland concerning them.

Execution

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

Signature of Applicant:

\_\_\_\_\_

Name:

\_\_\_\_\_

Signature for  
International College of Auckland:

\_\_\_\_\_

Name & Designation: \_\_\_\_\_

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

IMMIGRATION: 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>