

**Tuition Agreement
Between
Abacus Institute of Studies and Applicant**

Student Name	Age: (must be 17 years or more)
The Applicant has made application for tuition of the Student in New Zealand and wishes the Student to attend Abacus Institute of Studies. If Abacus Institute of Studies accepts the Student, the following terms and conditions shall apply:	
<p>Abacus Institute of Studies' Obligations</p> <ol style="list-style-type: none"> 1. Abacus Institute of Studies will observe and be bound by the Ministry of Education's Code of Practice for the Pastoral Care of International Students("code"). Copies of the Code are available on request from the Institute or from the ministry of Education website at http://www.minedu.govt.nz/goto/international <ol style="list-style-type: none"> 1.1. The Institute shall provide tuition in accordance with that accorded to domestic students. 1.2. The Institute will accept only those International Students aged 18 or over 2. The Institute shall use its best endeavors to ensure the safety, health and well-being of the Student but shall not be liable for: <ol style="list-style-type: none"> 2.1. Any damage or harm caused to the Student outside Institute hours with the exception of Institute events for which his/her parents/legal guardian have given consent for him/her to attend. 2.2. Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation. 2.3. Any damage or harm caused to the Student's property outside normal Institute hours. <p>The Applicant's Obligations</p> <ol style="list-style-type: none"> 3. The Applicant shall: <ol style="list-style-type: none"> 3.1. Pay to the Institute the tuition fees in the manner agreed to by both parties. 3.2. Agree to provide the Institute with academic, medical or other information relating to the well-being of the Student as may be requested from time to time by the Institute. 3.3. Ensure the Student accepts and abides by the Institute's rules and all instructions given by members of staff. 3.4. Ensure the Student attends Institute on all occasions when it is open unless prevented by illness or other urgent cause. 3.5. Inform the Institute of any changes to the Student's full name, current contact details, current occupation and emergency contact details. 3.6. Remain on valid visa and permits which is required to study at Abacus Institute of studies. <p>Authorizations</p> <ol style="list-style-type: none"> 4. The Applicant irrevocably appoints and authorizes the Director of Abacus Institute of Studies to: <ol style="list-style-type: none"> 4.1. Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information. 4.2. Provide consents in respect of any activity carried out and authorized by the Institute. 4.3. Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency. 4.4. If applicable, advise the Student's Designated Caregiver of all matters and information required to be provided to parents of any student and agree to appoint the Designated Caregiver as their agents in New Zealand to receive such information in substitution for the Applicant. 4.5. To take whatever steps are necessary to ensure the Student complies with Institute rules and policies as set down by the Institute. 4.6. 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 Institute's various obligations under this agreement. The Applicant authorises any such person to release to the Institute any personal information that person holds concerning the student / applicant. 4.7. To provide information to parents and/or agents as may be applicable. <p>General</p> <ol style="list-style-type: none"> 5. Either party may terminate this agreement at any time upon written notice. If the agreement is terminated the Refunds Policy, as outlined in the application for Enrolment form, shall apply. 6. Notices given under this agreement must be in writing and given to the addresses set out in the Application for Enrolment form. Those sent by post shall be deemed to have been received 5 days after posting. 7. Abacus Institute of Studies' liability in relation to the supply of services to the Students, is limited to the amount of fees paid by the Applicant for the provision of the services in respect of which liabilities arise. 	

8. Nothing in this agreement limits any rights the Applicant and/or the Student may have under the Consumer Guarantee Act 1993.
9. If a Student is de-enrolled from the Institute for reasons specified in the De-Enrolment Policy, then this agreement shall be terminated and the Refunds Policy shall apply. The Student or Applicant 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 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.
11. 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 with New Zealand on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
12. This agreement shall consist of the Application for Enrolment, application for home stay (if required) and this Tuition Agreement, including any attached Schedules. 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 Institute in writing to the Applicant and shall continue in force while the Student is enrolled with the Institute.
13. The Applicant acknowledges that:
 - 13.1 Personal information of the Applicant and/or Student collected by the Institute may be held, used and disclosed to third parties to enable the Institute to process the application for tuition, provide tuition and home stay services to the Student, provide the Student and/or Applicant; and to enable Abacus Institute of Studies to communicate with the Student and/or Applicant for any purpose.
 - 13.2 All personal information provided to Abacus Institute of Studies will be held by the institute at one of their following addresses:
Level 1/829, Colombo Street, *Christchurch* (for Christchurch campus) and any other temporary / permanent site chosen by the Institute.
1/204 Warren Street Hastings (for Hastings Campus) or any other temporary / permanent site chosen by the Institute
Level 5/3 Wakefield Street Auckland or any other temporary / permanent site chosen by the Institute
 - 13.3 Failure to provide any information in the application for tuition may mean the Institute is unable to process the application.
 - 13.4 The student / applicant has the right under the Privacy Act 1993 to obtains, access to and request corrections of any personal information held by the Institute Concerning them
14. The applicant acknowledges that he / she has received and understood the full information regarding the total costs and other financial commitments associated with the programme, for which the student seeks enrolment including the cost of fees charged for student services provided by the institute (if any).
15. The applicant has also received the conflict of interest information / statutory information statement for students required under section 234B of the Education Act.

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

Signatures of Applicant

Date / /

For Abacus Institute of Studies

Designation

Date / /