

Scholarship Agreement
Hokitika Lions Club Charitable Trust: Westland Scholarship Fund
[Student Name]

Scholarship Agreement

between

Hokitika Lions Club Charitable Trust Scholarship Fund

and

[Student Name]

Synopsis

Hokitika Lions Club Charitable Trust Scholarship Fund operates a student scholarship programme to provide financial assistance to Westland residence in the first year of their tertiary study. The programme is designed to assist students financially with course fees. [Student Name] is studying [describe course] with a view to attaining a tertiary qualification. Hokitika Lions Club Charitable Trust is granting [Student Name] a scholarship on the terms contained herein.

1. The Contracting Parties

- 1.1. Hokitika Lions Club Charitable Trust: Westland Scholarship Fund
54a Sewell Street
PO Box 184
Hokitika 7842
New Zealand
Tel: 03 755 8180
Fax: 03 755 7499
- 1.2. [Student name, address, phone]

2. The Definitions

- 2.1. "Commencement Date" means the date the parties have signed this Contract.
- 2.2. "Contract" means this Scholarship between Hokitika Lions Club Charitable Trust: Westland Scholarship Fund and the Student.
- 2.3. "LEADR" is an acronym for "Lawyers Engaged in Alternative Dispute Resolution", P.O. Box 10991, Wellington. Tel: 64-4-470-0110 Fax 64-4-470-0111 Email: leadmz@xtra.co.nz
- 2.3.1. LEADR provides a professional mediation service.
- 2.4. "Scholarship Grant" means the sum of NZ\$2000.00
- 2.5. "Student" means [Student Name]
- 2.6. "Term" means the period from the Commencement Date to completion of the academic year.
- 2.7. "Westland District" means the province of Westland as defined by the boundaries of the Westland District Council.

3. The Background

- 3.1. Hokitika Lions Club Charitable Trust: Westland Scholarship Fund at its discretion offers Westland District students a scholarship scheme to provide students with financial assistance in their first year of tertiary study.
- 3.2. Student is a Westland District resident undertaking study at [institution].

4. The Scholarship Grant

- 4.1. Hokitika Lions Club Charitable Trust: Westland Scholarship Fund shall pay the student, in the form of a credit to their student fees account, at the commencement of the student year, the Scholarship Grant to assist Student towards the costs associated with the study undertaken by Student during the term of this Contract.

5. Hokitika Lions Club Charitable Trust: Westland Scholarship Fund's Obligations

- 5.1. Hokitika Lions Club Charitable Trust: Westland Scholarship Fund will pay Student the Scholarship Grant pursuant to clause 4.1 herein.
- 5.2. During the Term of this Contract Hokitika Lions Club Charitable Trust: Westland Scholarship Fund will conduct formal reviews of the Students results.

6. Student's Obligations

- 6.1. Student will keep Hokitika Lions Club Charitable Trust: Westland Scholarship Fund fully informed of his/her academic results immediately these are available.

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[Student Name]

- 6.2. Student will use his/her best endeavours to achieve satisfactory examination results during the Term of this Contract.
- 6.3. Should Student be unable to successfully complete the academic year student agrees to repay the scholarship to Hokitika Lions Club Charitable Trust: Westland Scholarship Fund.

7. Term

- 7.1. This Contract commences on the Commencement Date and shall remain in force for the Term.
- 7.2. Notwithstanding clause 7.1:
- 7.3. Either party may terminate this Contract forthwith if the other party commits a material breach of this Contract and fails to remedy within 30 days after receiving notice thereof.
- 7.4. Hokitika Lions Club Charitable Trust: Westland Scholarship Fund may terminate this Contract immediately by notice in writing to Student if:
 - 7.4.1. Student fails to achieve satisfactory examination results; or
 - 7.4.2. Student withdraws from the course of study described in clause 3.3 hereof.

8. Mediation

- 8.1. An irreconcilable conflict is one that meets these criteria:
 - 8.1.1. A dispute arises where one party accuses the other party of breaching this Contract.
 - 8.1.2. The party are unable to resolve their dispute without the aid of third party intervention.
- 8.2. If there is an irreconcilable conflict, the parties shall attempt to resolve their disagreement by means of professional mediation.
 - 8.2.1. The parties shall mutually agree upon the professional mediator.
 - 8.2.2. If the parties are unable to so agree, they shall abide by the recommendation of LEADR as to a suitable provider of such mediation services.
 - 8.2.3. The place of mediation shall be Hokitika.
 - 8.2.4. Hokitika Lions Club Charitable Trust: Westland Scholarship Fund shall bear the cost of the professional mediator.
- 8.3. The parties shall enter into professional mediation in good faith with the objective being to settle their dispute.
- 8.4. The professional mediator shall have 30 days within which to facilitate an accord between the parties.
- 8.5. If despite their good faith, the parties cannot reach an accord within such 30-day period; either party may thereafter submit the dispute to arbitration.
 - 8.5.1. The place of arbitration shall be Hokitika.
 - 8.5.2. The number of arbitrators shall be one.
 - 8.5.3. The parties shall have 30 days within which to agree upon the selection of a single arbitrator. If they cannot agree upon an arbitrator within such 30 day period, they shall request the President for the time being of the Canterbury District Law Society to designate an arbitrator for them.
 - 8.5.4. The parties shall follow the arbitration procedures in the New Zealand Arbitration Act 1996.
 - 8.5.5. The decision of the arbitrator shall be final and binding upon the parties and not subject to further appeal.

9. Notices

Hokitika Lions Club Charitable Trust: Westland Scholarship Fund
[Student Name]

9.1. A party may deliver any notice required by this Contract by hand. Otherwise, a party may send such notice to the other party at the address referred to at the start of this Contract or such other address as the other party may designate in writing.

9.2. The date of receipt of any notice given by post shall be the 2nd day after the sender mailed the notice. Proof that the sender addressed the envelope properly, paid the correct postage and did not receive the notice back shall be sufficient evidence that the sender gave notice.

9.3.1. The recipient acknowledges receipt; *or*

10. Good Faith and Fair Dealing

10.2. The parties intend this Contract to be for their joint benefit and to the detriment of neither party.

10.3. The parties covenant and agree that they shall use their best endeavours to give full effect to this Contract, consistent with its spirit and intent.

10.4. The parties acknowledge and confirm they entered into, and will perform this Contract in the spirit of mutual cooperation, trust and confidence.

10.5. The parties shall use all reasonable and proper means to promote the relationship created by this Contract.

11.1. The laws of New Zealand shall govern this Contract.

The parties have signed this Contract this day of 20 .

SIGNED for and on behalf)
of Hokitika Lions Club)
Charitable Trust: Westland)
Scholarship Fund) Authorised Signatory
in the presence of:

Signature of Witness

Witness Full Name

Witness Address

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Hokitika Lions Club Charitable Trust: Westland Scholarship Fund
[Student Name]

Witness Occupation

SIGNED Student in the presence of:))) Authorised Signatory
..... Signature of Witness		
..... Witness Full Name		
..... Witness Address		
..... Witness Occupation		